

RETURN TO:  
NCB, CLS BRECKSVILLE  
DOCUMENTATION, LOCATOR 7120  
6750 MILLER ROAD  
BRECKSVILLE, OH 44141

2004 049852

2004 JUN 15 AM 10:51

MORRIS W. CARTER  
RECORDER

State of Indiana

Space Above This Line For Recording Data

1776LK04

**MORTGAGE**

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is June 10, 2004  
The parties and their addresses are:

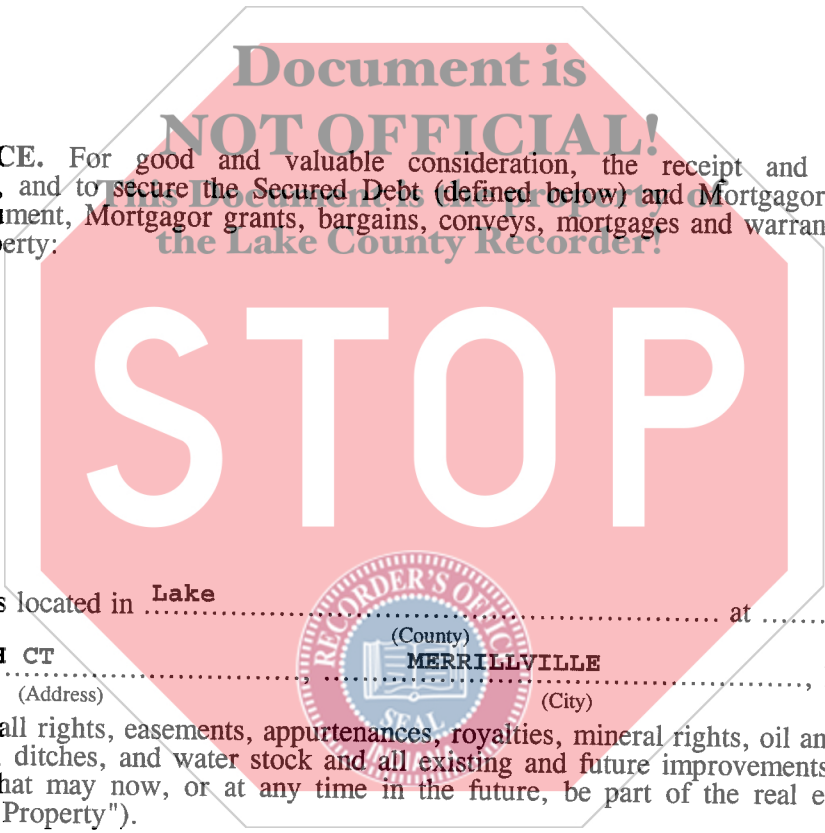
MORTGAGOR: J ERIC WORTHINGTON and KATHERINE E WORTHINGTON  
901 W 63RD AVE, MERRILLVILLE, Indiana, 46410

...

If checked, refer to the attached Addendum incorporated herein, for additional Mortgages, their signatures and acknowledgments.

LENDER: NATIONAL CITY BANK

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, mortgages and warrants to Lender the following described property:



The property is located in Lake at  
(County)  
8451 E 96TH CT  
(Address), MERRILLVILLE  
(City), Indiana  
(State), 46410  
(ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 10,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Maturity Date: 7/01/2024

HOLD FOR MERIDIAN TITLE CORP

(page 1 of 4)  
*Jew* *Kew*  
*Jew* *Kew*

25-  
DG  
MT

Handwritten signatures and initials at the top left of the page.

terms of the Leases and applicable law. Mortgagee also agrees to maintain and require any tenant to comply with the applicable landlord/tenant law. Mortgagee warrants that no default exists under the Leases or any provided in this Security Instrument. Mortgagee will not commingle the Rents with any other funds. Any amounts collected will be applied as Lender and will not commingle the Rents in Mortgagee's possession and will receive any Rents in trust for deliver to Lender any payment of Rents in Mortgagee's possession and will receive any Rents in trust for that all future Rents be paid directly to Lender. On receiving notice of default, Mortgagee will endorse and demand gives notice of default, Mortgagee agrees that either Lender or Mortgagee may notify the tenants and demand and Mortgagee's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender becomes due directly to Lender after such recording, however Lender agrees not to notify Mortgagee's tenants until Mortgagee notifies Mortgagee of the default and demands that Mortgagee's tenants pay all Rents due or to become due directly to Lender. Mortgagee agrees to make payments of Rents due or to that Lender is entitled to notify Mortgagee or Mortgagee's tenants to make payments of Rents due or to Mortgagee's tenants until Mortgagee notifies Mortgagee of the default and demands that Mortgagee's tenants pay all Rents due or to become due directly to Lender. Mortgagee agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument. Mortgagee agrees to receive, enjoy and use the Rents so long as Mortgagee is not in default under the terms of this Security Instrument.

12. ASSIGNMENT OF LEASES AND RENTS. Mortgagee irrevocably grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagee will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagee may collect, receive, enjoy and use the Rents so long as Mortgagee is not in default under the terms of this Security Instrument.

11. AUTHORITY TO PERFORM. If Mortgagee fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagee appoints Lender as attorney in fact to sign Mortgagee's name or pay any amount necessary for performance. Lender's right to perform for Mortgagee shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagee will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagee shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagee will keep the Property free of noxious weeds and grasses. Mortgagee agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagee will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagee will notify Lender of all demands, proceedings, claims and actions against Mortgagee, and of any loss or damage to the Property.

9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

8. CLAIMS AGAINST TITLE. Mortgagee will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagee to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagee's payment. Mortgagee will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagee agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagee may have against parties who supply labor or materials to maintain or improve the Property.

7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagee agrees: A. To make all payments when due and to perform or comply with all covenants. B. To promptly deliver to Lender any notices that Mortgagee receives from the holder. C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

6. WARRANTY OF TITLE. Mortgagee warrants that Mortgagee is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagee also warrants that the Property is unencumbered, except for encumbrances of record.

5. PAYMENTS. Mortgagee agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

B. All future advances from Lender to Mortgagee or other future obligations of Mortgagee to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagee in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagee agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagee, or any one or more Mortgagee and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

- 13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 14. DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 15. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
- 16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This amount does not include attorneys' fees for a salaried employee of the Lender. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
- 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law. Mortgagor represents, warrants and agrees that:
- Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
  - Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
  - Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
  - Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 18. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 19. INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
- 20. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagee will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagee agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagee's obligations under this Security Instrument and Lender's lien status on the Property. In addition, Lender may file a financing statement signed by the Lender instead of Mortgagee with the appropriate public officials.

22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagee signs this Security Instrument but does not sign an evidence of debt, Mortgagee does so only to mortgage Mortgagee's interest in the Property to secure payment of the Secured Debt and Mortgagee does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagee, Mortgagee agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagee or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagee agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagee's consent. Such a change will not release Mortgagee from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagee and Lender.

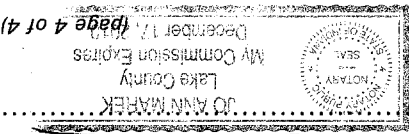
23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and shall include the plural and the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagee will be deemed to be notice to all mortgagees.

24. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagee will be deemed to be notice to all mortgagees. 25. WAIVERS. Except to the extent prohibited by law, Mortgagee waives and releases any and all rights and remedies Mortgagee may now have or acquire in the future relating to redemption, reinstatement, and the marshaling of liens and assets. Mortgagee waives all rights of valuation and appraisal.

26. OTHER TERMS. If checked, the following are applicable to this Security Instrument:  Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.  Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.  Fixture Filing. Mortgagee grants to Lender a security interest in all goods that Mortgagee owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photograph or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.  Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]  Condominium Rider  Planned Unit Development Rider  Other

SIGNATURES: By signing below, Mortgagee agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagee also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1 of this Security Instrument. *[Signature]* (Signature) ERIC WORTHINGTON (Date) 6-10-04 *[Signature]* (Signature) KATHERINE E WORTHINGTON (Date) 6-10-04

ACKNOWLEDGMENT: STATE OF INDIANA, COUNTY OF Lake, Before me *JOAN MAREK* (Individual) a Notary Public, this *10th* day of *June* 2004, I, *JOAN MAREK* (Notary Public) My commission expires: *June 2004* (Seal) *[Signature]* (Notary Public) This instrument was prepared by *DAWN POTTS, NATIONAL CITY BANK* (Notary's County) *Louisville, KY 40202*



**FIXED RATE CONSUMER NOTE AND SECURITY AGREEMENT - MULTI-STATE BRANCH**

National City Complete Loan is a registered trademark of National City Corporation.

Date 6/10/2004

and

1. DEBTOR(S) J ERIC WORTHINGTON and KATHERINE E WORTHINGTON  
Address 8451 E 96TH CT  
MERRILLVILLE, Indiana 46410

2. **DEFINITIONS AND GENERAL TERMS.** "You" or "your" means the undersigned Debtors. "We", "our" or "us" means National City Bank, 6750 Miller Road, Brecksville, Ohio 44141, and its successors and assigns. "Note" means this promissory note and security agreement and all related attachments and addenda. "Loan" means the loan evidenced by this Note. "Property" means the goods or real estate securing the payment of this Note described in Section 4. "Additional Products" means additional products and services purchased with this Loan including, without limitation, credit insurance policies and GAP waiver (debt cancellation) agreement. "Improvements" means materials delivered and improvements made which are purchased with this Loan and made to property owned by you. "Disclosure Statement" means the separate federal truth-in-lending disclosure statement of even date provided to you, the terms of which are incorporated by reference in this Note. Disclosures in the Disclosure Statement are contract terms. You agree that we are making this Loan directly to you. The Section headings of this Note are a table of contents and not contract terms.

3. **PROMISSORY NOTE.** For value received, you, intending to be legally bound, jointly and severally promise to pay to our order the principal sum of \$10000.00, which includes a prepaid finance charge of \$ 0.00, plus interest on the principal sum outstanding and other sums owed under this Note at the per annum rate of 6.940%, payable as described in the payment schedule in the Disclosure Statement. You agree that all past due and unpaid charges owed after the date of this Note, including past due interest, may be capitalized and earn interest by adding them to the principal balance of this Note. Interest will be computed on a simple interest basis based upon a 365-day year, but calculated on actual days. Accordingly, your payment history could affect the amount you will pay under this Note.

4. **PROPERTY** (for watercraft include summer and winter anchorage/storage): 8451 E 96TH CT  
MERRILLVILLE, Indiana 46410

YEAR, MAKE & MODEL	NEW OR USED	MFR'S SERIAL NUMBER (VIN)

5. **LOAN USE.** You must represent to us that the proceeds of this Loan will be used as follows:  
Purchase Money 2nd (Piggyback)

6. **DISBURSEMENT OF PROCEEDS.** You authorize us to disburse all proceeds of this Loan as indicated in the Itemization of the Amount Financed in the Disclosure Statement, Good Faith Estimate of Closing Costs, HUD 1 or HUD 1A, as applicable.

7. **LATE CHARGE; RETURNED INSTRUMENT CHARGE; DEFERRAL CHARGE; DOCUMENT REQUEST CHARGE.** If all or any portion of any monthly payment is not received within 10 days after it is due and we do not accelerate the entire balance owing under this Note, you agree to pay a late charge. This late charge will be the greater of 10% of the unpaid monthly payment or \$40. If any check, draft, negotiable order of withdrawal, or other similar instrument is returned to us unpaid for any reason, you agree to pay a returned instrument charge. This returned instrument charge will be \$25. If we, in our sole discretion, permit you to defer any payment(s) you agree to pay a deferral charge for each payment deferred. We will continue to earn interest on the unpaid principal balance, and any deferral will not result in an extension of the period covered by any Additional Products. If you request copies of any documents related to this Loan, you agree to pay a document request charge. This document request charge will be \$6 per copy where permitted by law. We will not charge you for documents we are required to provide you by law.

8. **INSURANCE.** You are required to insure the Property until this Loan is paid in full or we sell the Property. You have the risk of loss of the Property and will be responsible for its loss or damage. We require VSI for the term of this Note if it is indicated in the Disclosure Statement. You agree to obtain primary insurance coverage from any insurer you want that is acceptable to us in the following types and amounts with us listed as loss payee: (a) if the Property is other than real property, insurance must consist of theft, collision and comprehensive with no more than \$1,000 deductible. If the Property is watercraft, insurance must additionally include water and weather conditions coverage with no more than \$1,000 deductible; (b) if the Property is real property, insurance must consist of fire, "all risk" perils and flood insurance required by law; and (c) all other insurance required by applicable law. All insurance must be for an amount at least equal to the outstanding indebtedness of this Note or the replacement cost of the Property, whichever is less. All insurance proceeds we receive (including a refund of premium) may at our option reduce the indebtedness of this Note or be used to repair or replace the Property. If the Property is lost, stolen or destroyed, you must still pay us whatever you owe under this Note. If you fail to maintain the required insurance, we may at our sole option obtain coverages at your expense which we believe are necessary to protect our interests in the Property. You agree to pay the expense of such insurance on demand or agree that we may add such expense to this Loan. You acknowledge that insurance we purchase may cost substantially more than insurance you could purchase. Failure of your insurer to pay a claim, or any part of a claim, will mean you do not have the insurance required by this Note. You also assign to us any other insurance proceeds related to the Note or our interest in the Property. You must promptly provide us with evidence of insurance upon our request, and all policies must provide us with a minimum of 10 days prior notice of cancellation or material change in coverage. Our mailing address for purposes of this Section is: P.O. Box 91596, Cleveland, OH 44101-0351. You irrevocably authorize us as your agent and on your behalf, which authorization will survive your incompetence, to negotiate, settle and release any claim under your insurance or under any insurance with a third party insurer related to the Property, and to receive and sign all related papers and documents on your behalf including, checks, drafts and other items payable to you. **NO PHYSICAL DAMAGE OR LIABILITY INSURANCE FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS IS INCLUDED IN THIS LOAN. VSI WILL PROTECT ONLY OUR INTERESTS.**

9. **PREPAYMENT.** You may voluntarily prepay the principal sum of this Note in part at any time. If you voluntarily prepay the principal sum of this Note in full, you agree to pay a voluntary prepayment charge. This voluntary prepayment charge will be equal to the greater of 1% of the principal balance at the time of prepayment or \$30 plus the remainder of any unearned portion of the prepaid finance charge described in Section 3. If the Property is real property you will be only be charged this voluntary prepayment charge during the first 60 months of this Note. If we accelerate the entire balance owing under this Note due to your default, you agree to pay an involuntary prepayment charge. This involuntary prepayment charge will be equal to \$150. You authorize us to apply all prepaid sums to the indebtedness of this Note in any manner we elect.

10. **SECURITY AGREEMENT.** To the extent permitted by law you grant us a security interest and waive all applicable property exemptions and homestead rights in the following property to secure performance of your obligations under this Note and (except for the Property if it is a principal residence) your obligations under any other agreement with us or our affiliates: (a) the Property including all equipment, parts, accessories and personal property which is an accession of the Property except "household goods" as defined by 12 C.F.R. 227.12(d) unless purchased with the

*Jew Jew*  
*Kew Kew*

Debra Kew  
Kew Kew

**15. ADDITIONAL AGREEMENTS.** You agree that: (a) you may not sell or assign this Note, the Property or any of its benefits or obligations without our prior written consent. We own this Note and may assign this Note or any of its benefits or obligations at any time without your consent; (b) this Note is between you and us and except for successors or assigns as provided by this Note, this Note will not confer any rights upon any third party; (c) our rights and remedies in this Note are not exclusive; (d) we may waive or delay the enforcement of our rights under this Note without waiving or otherwise affecting such rights; (e) the provisions of this Note are only to the extent permitted by applicable law. Any part of this Note which cannot be enforced will be void, but the remaining parts will remain in effect; (f) you waive notice of dishonor, protest, presentment, demand for payment (subject to any right you may have to cure your default), waiver, delay and all other notices or demands in connection with this Note; (g) you waive all defenses relating to impairment or collateral, and we can change any term of this Note, release any collateral or agree with any other party without notifying or releasing any other party; (h) we can correct errors in this Note as provided in 15 U.S.C. 1640 upon notice to you even if they are contract terms and you agree to be bound by such corrections. Upon our request, you will promptly re-execute this Note to correct errors in the Note. You can change any term of this Note only in a writing signed by us; (i) your application for this Loan, our decision to make this Loan and the disbursement of all proceeds were made in Ohio. The provisions of this Note will be governed by federal and Ohio laws without regard to conflict of law principles; (j) this Note describes all agreements between you and us with respect to the Loan and there are no other agreements. A photocopy or other image of this Note may be used in place of the original for all purposes; (k) except as otherwise required by law, we are authorized to mail any notice or other correspondence to you by first class mail to your last known address indicated on our records; (l) you will provide us with 10 days prior written notice of any change in any information contained in your application including a change in your name, address or location of the Property. Except as otherwise specified, all notices and payments to us must be sent to P.O. Box 5700, Cleveland, OH 44101-0570, or such other place as we may designate. Our failure or delay in providing you coupon books, billing statements or other payment instructions will not relieve you of your obligations under this Note; (m) all payments must be in lawful money of the United States; (n) if you are a natural person you are competent to enter into this Note and if you are other than a natural person, the person signing on behalf of you represents that they are authorized to enter into and execute this Note; (o) we will not be responsible for any personal items in or on repossessed Property including any license plates. We will make a reasonable effort to return such items to you or have you reclaim them

**14. PROPERTY CONDITION AND IMPROVEMENTS.** You agree that with respect to any Property and/or Improvements: (a) you have selected, accepted and taken delivery of them for all intended purposes; (c) that our making this Loan was based in part upon the value and condition of them as represented by you; (d) we are fit for all intended purposes; (e) that our making this Loan was based in part upon the value and condition of them as represented by you; (d) we are only financing your purchase and did not directly or indirectly offer, sell, or provide them to you; (e) we are not a seller, supplier, merchant or warrantor; and (f) we assume no responsibility for the completion of any Improvements, your relationship with any contractors, subcontractors or materialmen, for the architectural or structural soundness of the Improvements or for the approval of any plans and specifications in connection with the Improvements or for the Improvements as finally completed. Accordingly, except for specific rights afforded by state law, any claims relating to the Property and/or Improvements, including any defect or warranty related to them are not our responsibility.

**13. ADDITIONAL PRODUCTS.** In connection with this Loan, you may purchase Additional Products. If you purchased any Additional Products their costs and terms are described in the Disclosure Statement, and their costs have been included in the Amount Financed of this Loan. **These Additional Products are not required to enter into this Loan and will not be provided unless you have agreed to pay the additional cost indicated in the Disclosure Statement.** You may purchase these Additional Products from any party you want that is acceptable to us. If you elect to purchase Additional Products you agree that with respect to these Additional Products: (a) they are subject to any limitations and conditions contained in their documentation which you have read; (b) a copy of their documentation will be sent to you as soon as practicable; and (c) you still must maintain all insurance required by this Note. We may be retaining a portion of the amounts paid for any Additional Products purchased with this Loan.

**12. DEFAULT AND REMEDIES.** You will be in default under this Note if: (a) you fail to make any payment or pay other amount owing under this Note when due; (b) you fail to keep any of your agreements under this Note or under any other agreement with us or our affiliates; (c) a bankruptcy petition is filed by or against you; (d) you have provided false or misleading information to us; (e) you die or are declared incompetent or incapacitated; (f) the Property or any other property for which we or our affiliates possess a security interest is lost, stolen, destroyed, determined by us to be uninsurable for use, seized, impounded or threatened with, or subject to, levy, attachment, condemnation, forfeiture or other administrative acceleration even after any judgment; (g) a judgment is rendered against you in a court or arbitration proceeding; or (h) you do not pay any of your debts as they come due. If you are in default, in addition to any other rights and remedies we have under law and subject to any right you may have to cure your default, we may do any of the following: (a) accelerate the entire balance owing under this Note without demand or notice, unless otherwise required by law, which entire balance will be immediately due and payable. You will pay us interest on this balance at the rate of 25% per annum at the time and place designated by us which is reasonably convenient; (b) demand that you vacate and assemble the Property and make it available to us at a time and place designated by us which is reasonably convenient; (c) repossess the Property without demand or notice, unless otherwise required by law. We may enter the premises where the Property is located (including a marina) and repossess it without a breach of the peace. We may use the Property's license plates to transport the Property to a storage facility. Thereafter, we may sell, lease, or otherwise dispose of the Property. Our disposal of the Property will not release you from any of your obligations and you will pay us any balance owing under this Note; (d) recover all expenses related to retaking, holding, preparing for sale and selling the Property and reasonable collection costs, attorneys' fees and legal expenses as permitted by 11 U.S.C. 506 and applicable state law; (e) cancel any Additional Products and apply any unearned premiums or refunds to the amount you owe under this Note; and/or (f) set off any of your deposit accounts with us or our affiliates (except individual retirement accounts) without demand or notice.

**11. PROPERTY MAINTENANCE AND USE.** You will keep the Property properly licensed and registered at all times until this Loan ends. You must title and register the Property within 15 days of this Note at your cost. If the Property is watercraft you will only use it as a recreational vessel and will follow our written instructions regarding registration with the Coast Guard. You will promptly pay all fees, fines, tickets and taxes related to this Loan and the Property. You will maintain the Property in good condition except for ordinary wear and tear, and keep it free from all liens, encumbrances, fines and adverse claims. You will service the Property at your own expense, follow the owner's manual and maintenance schedule and make all needed repairs. You will not make any changes to the Property that will decrease its value, decrease its functionality or (if the Property is not real property) allow it to become a fixture without our prior written consent. If the Property is recalled, you will have the recall services performed. The Property must be able to pass any required inspection. You will permit us to inspect the Property at a place designated by us which is reasonably convenient. If you do not do any of the foregoing, we may do so at our sole option and add the costs to this Loan or require you to provide us with additional collateral. If the Property has an odometer you agree to certify to us in writing the accurate odometer reading upon our request, to immediately notify us if the odometer malfunctions and to have the defective odometer repaired or replaced at your expense. You will not use, or permit others to use, the Property: (a) in violation of any law; (b) contrary to the provisions of any insurance policies covering the Property or in a manner that would invalidate any warranty; (c) outside the United States without our prior written consent; (d) outside the state where first titled or registered (or from the location given in Section 4 or in your application if it is watercraft) for more than 30 days without our prior written consent. If we consent to such use of the Property, you will pay for all fees and costs associated with said use including all fees for new title, license, registration requirements, perfection of our security interest and a \$20 administration fee where permitted by law; (e) as a private or public carrier; (f) for any business, commercial or agricultural purpose unless this Loan is explicitly for such a purpose; or (g) unless such others were listed on your Loan application as a driver, or we consent to their use in writing.

proceeds of this Loan. If we have a prior lien on your principal residence as security for future obligations, we waive such security as to this Note only; (b) proceeds and unearned premiums of any Property insurance; (c) proceeds and unearned premiums and refunds of any Additional Products; (d) all of your deposit accounts with us or our affiliates (except individual retirement accounts); and (e) substitutions, replacements, products and proceeds of the foregoing. Our security interest will be a purchase money security interest if any of the foregoing are purchased with the proceeds of this Loan. You agree that we are not a fiduciary with respect to our security interest. You further agree that we may at any time apply proceeds and unearned premiums and refunds of any Property insurance and Additional Products to reduce the indebtedness of this Note, even if you are not in default. Upon our request, you will deliver the certificate of title or any other documents that are necessary for us to perfect our security interest. You will defend at your expense our security interest in the Property. To the extent permitted by law, you agree to pay all actual costs imposed to release our interests in the Property.

from us provided you notify us within 5 business days of the repossession and itemize such items. Even if you notify us, you abandon to us any personal items not reclaimed from us within 10 business days of the repossession; (p) we can delay enforcing any of our rights without losing them including acceptance of late or partial payments, payments marked "paid in full", "without recourse" or with similar words; (q) our application of your payments or other proceeds will be deemed reasonable unless another method is required by law, in which case that method will be deemed reasonable; (r) this Note will be binding and inure to the benefit of you and us and our respective successors and assigns; (s) you waive any rights to confidentiality and authorize us to obtain any information about you held by the bureau of motor vehicles or similar entity; (t) we and our affiliates may share all information about you obtained for, among other things, the purposes of evaluating credit applications or offering you products or services we believe may be of interest to you. Under the Fair Credit Reporting Act there is certain credit information that cannot be shared if you tell us by writing to us at P.O. Box 94985, Cleveland, OH 44101-4985 including your name, address, account number and social security number; (u) we are authorized to sign on your behalf any document required to enforce our interests under this Note; (v) disclosures included in this Note but not required by law are not an admission or waiver of rights by us; (w) all actions under this Note requiring our consent are at our sole discretion, and such consent may be withheld for any reason; (x) our typewritten name in Section 2 will constitute our signature for purposes of this Note; (y) we have an established business relationship, we may contact you, such contacts are not unsolicited, we may monitor telephone calls with you to assure quality service and we may contact you with an automated dialing and announcing device; (z) you will pay all amounts indicated in the Itemization of the Amount Financed in the Disclosure Statement which will be nonrefundable to the extent permitted by law; and (aa) all amounts owed under this Note shall be without relief from valuation and appraisal laws.

**16. ADDITIONAL NOTICES.** You acknowledge receipt of the following notices before becoming obligated. For purposes of the immediately following Notice to Cosigner, "bank" means us.

### NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The bank can collect this debt from you without first trying to collect from the borrower (and after proper notice to you if you are a "cosigner" as defined by Illinois or Michigan law). The bank can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages (unless you receive wages in North Carolina, Pennsylvania, South Carolina or Texas) etc. If this debt is ever in default, that fact may become a part of *your* credit record. This notice is not the contract that makes you liable for the debt.

**If you sign this Note in California and it is secured by a deed of trust:** Lender, may at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property.

**If you sign this Note in Colorado and it is secured by a deed of trust:** The dollar amount of the finance charge disclosed to you for this credit transaction is based upon your payments being received by us on the date payments are due. If your payments are received after the due date, even if received before the date a late fee applies, you may owe additional and substantial money at the end of the credit transaction and there may be little or no reduction of principal. This is due to the accrual of daily interest until a payment is received.

**If you sign this Note in Florida:** You may purchase or provide the required insurance from any insurance provider that is reasonably acceptable to us. Your choice of an insurance provider will not affect the credit decision. We may impose reasonable requirements concerning the extent of coverage and the financial soundness of the insurance provider.

**If you sign this Note in Florida and it is secured by collateral:** Florida Documentary Stamp Tax in the amount required by law has been paid or will be paid directly to the Department of Revenue, and Florida Documentary Stamps have been placed on the taxable instruments as required by Chapter 201, Florida Statutes.

**If you sign this Note in Iowa (this is a consumer credit transaction) or Kansas:** NOTICE TO CONSUMER: 1. Do not sign this paper (agreement) before you read it. 2. You are entitled to a copy of this paper (agreement). 3. You may prepay the unpaid balance at any time and may be entitled to receive a refund of unearned charges in accordance with law. 4. If you prepay the unpaid balance, you may have to pay a prepayment penalty.

**If you sign this Note in Iowa and the principal amount of this Loan exceeds \$20,000: IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

**If you sign this Note in Maryland:** We elect Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland only to the extent not inconsistent with 12 U.S.C. §85 and related regulations and opinions and we expressly reserve all rights thereunder.

**If you sign this Note in Minnesota:** If the amount of this Loan is \$100,000 or more, we elect Minn. Stat. § 334.01 only to the extent not inconsistent with 12 U.S.C. §85 and related regulations and opinions and we expressly reserve all rights thereunder.

**If you sign this Note in Missouri:** Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

**If you sign this Note in New Jersey:** Where this Note refers to acts or practices that may or will be taken by us unless prohibited by, or unless required by, or subject to, or as permitted by the requirements or restrictions of applicable law, New Jersey law permits or requires the act or practice.

**If you sign this Note in New York and it is secured by a mortgage:** YOU SHOULD CHECK WITH YOUR LEGAL ADVISOR AND WITH OTHER MORTGAGE LIEN HOLDERS AS TO WHETHER ANY PRIOR LIENS CONTAIN ACCELERATION CLAUSES WHICH WOULD BE ACTIVATED BY A JUNIOR ENCUMBRANCE.

**DEFAULT IN THE PAYMENT OF THIS LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THE LOAN. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT.**

*[Handwritten Signature]*  
Kew REW

If you sign this Note in Oregon: NOTICE TO THE BORROWER: Do not sign this loan agreement before you read it. The loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

If you sign this Note in Vermont: NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

If you sign this Note in Wisconsin: NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

17. SIGNATURES. YOU HAVE READ AND AGREE TO ALL PROVISIONS OF THIS NOTE INCLUDING THOSE ON PAGES 1 THROUGH 3 AND IN THE DISCLOSURE STATEMENT WHICH ARE INCORPORATED HEREIN BY REFERENCE. (1) DO NOT SIGN THIS NOTE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS NOTE BEFORE YOU SIGN IT. BY SIGNING THIS NOTE, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND HAD AN OPPORTUNITY TO REVIEW A COMPLETED COPY OF THIS ENTIRE NOTE BEFORE SIGNING IT ON THE DATE SHOWN ON PAGE 1. SEE PAGES 1, 2 AND 3 AND THE DISCLOSURE STATEMENT FOR ADDITIONAL IMPORTANT TERMS AND CONDITIONS.

Debtor: J ERIC WORTHINGTON

Debtor: KATHERINE E WORTHINGTON

Debtor: \_\_\_\_\_ Debtor's signature X

Debtor: \_\_\_\_\_ Debtor's signature X

FOR MICHIGAN GUARANTORS ONLY: Guaranty Agreement. For value received, you the undersigned guarantors jointly, severally and unconditionally guarantee the payment of all sums owing under this Note when due and the performance by the Debtors of all promises contained in this Note. Upon default, we may proceed against any of you without first proceeding against any Debtor. The liability of each of you will be primary and will not be affected by any settlement, release, extension, renewal or modification of this Note whether or not by operation of law. Each of you voluntarily and knowingly waives all rights to any demands, presentations, notices and defenses of any kind or nature you might have in connection with this Guaranty. Each of you agrees to pay all expenses including reasonable attorneys' fees incurred by us if we have to enforce this Guaranty. Each of you acknowledges that you have read and agree to all terms of this Guaranty, Note and Disclosure Statement prior to signing below.

Guarantor: \_\_\_\_\_ Guarantor's signature X

Guarantor: \_\_\_\_\_ Guarantor's signature X

Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!

Debtor: *[Handwritten Signature]* Ryan Kean



**EXHIBIT A**

Lot Numbered 30 as shown on the recorded plat of Auburn Hills, Phase Two, an addition to the Town of Merrillville recorded in Plat Book 94, page 69, in the Office of the Recorder of Lake County, Indiana.

