



2004 051437

2004 JUN 18 ATTO 51



Mortgage

(Borrower/Mortgagor) Open End Line of Credit RETURN TO: National City P O Box 5570, Loc. #7116 Cleveland OH 44101

	Open End Line of Credit			Cleveland OH 44101	
This Indenture Witnesseth, That MAXINE	COLE Single				
(singly or jointly "Mortgagor") of LAKE			VIDTY State	of Indiana M	IODTO A OFO
and WARRANTS to National City Bank,	("Mortgagee") th	e following	docoribod	of Indiana, M	ORIGAGES,
LAKE County	ر, Indiana:	ic rollowing	described	real estate	located in
	T CHICAGO ()	IN			
(Street Address or R.R.)	(City)		(Twp.)		(State)
The Legal Description as follows:					
, , , , , , , , , , , , , , , , , , , ,	See Attached Exhil	oit A			
	See Attached Exhii	JIL A			
/1 1	ocument	is			
irst American Equity Loan Services, Inc.	COFFIC	IAL!			
151 N. Delaware Street # 1700 Indianapolis 1N 46204-2518	First American Equ	ity Loan Serv	ices, Inc.		
(31/1)637-6277	iment is the p		01		
the Lal	ke County Re	corder!			
together with all rights privileges interests					
together with all rights, privileges, interests, or appertaining to such real estate (collective issues, income and profits thereof, to accurate					
security and profits thereof, to secur	e ine payment and	all obligation	eu Premises	s"), and all le	ases, rents,
	Id let U7/U3/ZUUZ			that establish	nes an open
end line of credit for the Borrowers in the am	ount of \$12000		and the last of th		
and terms of payment as therein provided, Mortgagee ("Agreement"). Mortgagor covena	or as extended, r	nodified or r	enewed, ex	ecuted by B	orrowers to
FIRST. Mortgagor is 18 years of age, or over	r, a citizen of the U	Inited States	, and the ov	wner in fee-si	mple of the
Mortgaged Premises free and clear of all liens delinquent and	and encumbrances	except for t	he lien of ta	xes and asses	ssments not
a a mily a one unu					

SECOND. Borrowers will pay all indebtedness secured by this Mortgage when due, together with costs of collection and reasonable attorneys' fees, all without relief from valuation and appraisement laws.

THIRD. Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises or any part thereof when due and before penalties accrue. Also, Mortgagor shall not permit any mechanic's lien to attach to the Mortgaged Premises or any part thereof or further encumber the Mortgaged Premises without Mortgagee's prior written consent.

FOURTH. Mortgagor shall keep the Mortgaged Premises in good repair at all times and shall not commit or allow the commission of waste thereof. Mortgagor shall procure and maintain in effect at all times hazard (fire and extended coverage) insurance in an amount which is at least equal to the loan amount after taking into account insurable value as multiplied by the applicable coinsurance percentage, such insurance to be in amounts and with companies acceptable to Mortgagee and with a standard Mortgagee clause in favor of Mortgagee.

FIFTH. Mortgagee may, at its option and from time to time, advance and pay all sums of money which in its judgment may be necessary to perfect or preserve the security intended to be given by this Mortgage. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become a lien upon the Mortgaged Premises or any part thereof and all costs, expenses and attorneys' fees incurred. All sums of money so advanced shall be and become a part of the mortgage debt secured hereby and payable forthwith at the time same rate of interest that is disclosed on the Agreement and the Mortgagee shall be subrogated to any lien so paid by it.

71-0912-60 (12/01)

60/351

(Rev. 12/28/01) 0250M

130 CM

SIXTH: If Mortgagor shall permit filing an encumbrance senior to this Mortgage or sell, assign or otherwise transfer ownership of or any interest in the Mortgaged Premises or any part thereof without prior written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and payable. SEVENTH: Upon any default by Mortgagor under this Mortgage or upon any default under the terms of the Agreement secured by this Mortgage, the entire indebtedness secured hereby shall, at the option of Mortgagee and without notice or demand, become immediately due and payable and this Mortgage may be foreclosed accordingly. Upon foreclosure, Mortgagee may take possession of the Mortgaged Premises to collect any rents, issues, income or profits and apply the same to the payment of indebtedness secured hereby or have a receiver appointed to take possession of the Mortgaged Premises and collect all rents, issues, income or profits, during the period of foreclosure and redemption. In the event of foreclosure, Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate evidence of title or title insurance, and the cost thereof shall be added to the unpaid principal balance secured by this Mortgage. All rights and remedies of Mortgagee hereunder are cumulative and are in addition and not in limitation of any rights or remedies which Mortgagee may otherwise have by law. No waiver of any default or failure or delay to exercise any right or remedy by Mortgagee shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence. EIGHTH: That it is contemplated that the Mortgagee may make future advances to the Borrowers, in which event this Mortgage shall secure the payment of any and all future advances of any additional amount, provided that at no time shall the maximum amount secured by this Mortgage exceed the sum of \$___ no time shall the maximum amount secured by this Mortgage exceed the sum of \$ 12,000.00 and provided further that such future advances are equally secured and to the same extent and priority as the amount originally advanced on the security of this Mortgage. The Mortgage at its option may accept a renewal Agreement, or replacement Agreement, at any time for any portion of the indebtedness hereby secured and may extend the time for the payment of any part of said indebtedness without affecting the security or priority of this Mortgage in any manner. This Mortgage shall also secure the payment of any other liabilities, joint, several, direct, indirect or otherwise, of Mortgagor to the holder of this Mortgage, when evidenced by promissory notes or other evidence of indebtedness stating that said notes or other evidence of indebtedness are secured hereby.

NINTH: All rights and obligations of Mortgagor hereunder shall be binding upon all heirs, successors, assigns and legal representatives. TENTH: Any Mortgagor who signs this Mortgage but does not sign the Agreement does so only to mortgage Mortgagor's interest in the Mortgaged Premises to secure payment and performance of the Agreement and Mortgagor does not agree to be personally liable on the Agreement. ELEVENTH: This Mortgage is governed by the laws of Ohio, except to the extent otherwise required by the laws of Indiana, and applicable federal law. IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on this 3RD day of SEPTEMBER 2002 Signature MAXINE S COLE Signature Printed STATE OF __NDIANA SS. LAKE COUNTY OF Before me, a Notary Public in and for said County and State, appeared MAXINE COLE Single

each of whom, having been duly sworn, acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 3RD day of SEPTEMBER

County of Residence: LAKE

My Commission Expires: 10-7-2007

This Instrument prepared by _____JUANITA_HILL

Printed Name ESTHER V.

of National City Bank

EXHIBIT A

LOT NUMBERED 10 IN PRAIRIE PARK UNIT NO. 3, A SUBDIVISION IN THE CITY OF EAST CHICAGO AS PER PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGE(S) 81, IN THE RECORDS IN THE OFFICE OF THE RECORDER OF LAKE COUNTY INDIANA.

Permanent Parcel Number: 24-30-0624-0010 MAXINE COLE

2119 CARDINAL DRIVE, EAST CHICAGO IN 46312 First American Order No: 3640580

