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FILED FOR RECORD  
LAKE COUNTY

2004 097707

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MORTGAGE RECORDED

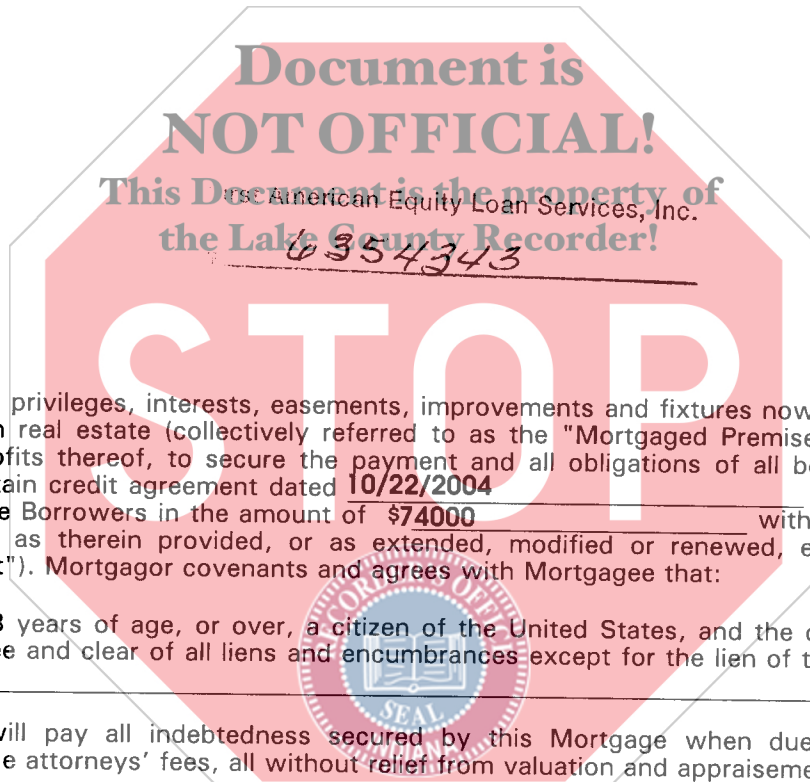
**Mortgage**  
(Borrower/Mortgagor)  
Open End Line of Credit

RETURN TO:  
National City  
P O Box 5570, Loc. #7120  
Cleveland OH 44101

This Indenture Witnesseth, That JAMES HOLMES Single  
(singly or jointly "Mortgagor") of Lake County, State of Indiana, **MORTGAGES**,  
and **WARRANTS** to National City Bank, ("Mortgagee") the following described real estate located in  
LAKE County, Indiana:  
Common address 1530 FRED STREET WHITING ( ) IN  
(Street Address or R.R.) (City) (Twp.) (State)

**The Legal Description as follows:**

See Attached Exhibit A



together with all rights, privileges, interests, easements, improvements and fixtures now or hereafter located upon or appertaining to such real estate (collectively referred to as the "Mortgaged Premises"), and all leases, rents, issues, income and profits thereof, to secure the payment and all obligations of all borrowers ("Borrowers") to Mortgagee under a certain credit agreement dated 10/22/2004, that establishes an open end line of credit for the Borrowers in the amount of \$74000 with future advances, interest, and terms of payment as therein provided, or as extended, modified or renewed, executed by Borrowers to Mortgagee ("Agreement"). Mortgagor covenants and agrees with Mortgagee that:

FIRST. Mortgagor is 18 years of age, or over, a citizen of the United States, and the owner in fee-simple of the Mortgaged Premises free and clear of all liens and encumbrances except for the lien of taxes and assessments not delinquent and \_\_\_\_\_

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 appraisal 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.



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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 \$ 74,000.00 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 Mortgagee 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 and shall inure to the benefit of Mortgagee and its successors, assigns and legal representatives.

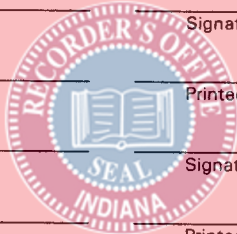
TENTH: Any Mortgagor who signs this Mortgage but does not sign the Agreement does so only to mortgage Mortgagor's interest in the Mortgaged Premises to secure payment and performance of the Agreement and Mortgagor does not agree to be personally liable on the Agreement.

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 22nd day of October 2004.

James Holmes  
Signature

**JAMES HOLMES**  
Printed



Signature

Printed

STATE OF Indiana

COUNTY OF Lake SS.

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

JAMES HOLMES Single

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

Witness my hand and Notarial Seal this 22nd day of October 2004.

County of Residence: Lake

Signature Patricia E. Casilla

My Commission Expires: 07-22-09

Printed Name Patricia E. Casillas

This Instrument prepared by Ivanita Hill

of National City Bank

## EXHIBIT A

SITUATE IN THE COUNTY OF LAKE AND STATE OF INDIANA:

THE WEST 1/2 OF THE FOLLOWING DESCRIBED TRACT; PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE' 2ND PRINCIPAL MERIDIAN, IN THE CITY OF WHITING, LAKE COUNTY, INDIANA; COMMENCING ON THE SOUTH LINE OF A PUBLIC HIGHWAY AT A POINT 20 FEET SOUTH AND 25 FEET EAST OF THE NORTHWEST CORNER OF THE TRACT OF LAND THERETOFORE CONVEYED TO HENRY C. GEHRKE BY AGNES ROBERTS BY DEED DATED DECEMBER 2, 1885 AND RECORDED IN DEED RECORD 38 PAGE 459, AND RUNNING THENCE EAST 50 FEET; THENCE SOUTH 135 FEET TO A 16 FOOT ALLEY; THENCE WEST 50 FEET; THENCE NORTH 135 FEET TO THE PLACE OF BEGINNING, MORE COMMONLY KNOWN AND DESCRIBED AS 1530 FRED STREET, WHITING, INDIANA.

Permanent Parcel Number: 28-29-0003-0042  
PATRICK G. ELLIS AND NANCY A. ELLIS, HUSBAND AND WIFE

1530 FRED STREET, WHITING IN 46394  
Loan Reference Number : 21218841  
First American Order No: 6354343  
Identifier: ELS

