

## STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2005 006829

2005 JAN 28 AM 11:21

MICHAEL A BROWN RECORDER

## **MORTGAGE**

(Borrower/Mortgagor)

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

This Indenture Witnesseth, That ANGELIQUE D. BROW	N		
(singly or jointly "Mortgagor") of <u>LAKE</u> MORTGAGES and WARRANTS to National City Be	onk /"Markers "	\	County, State of Indiana
MORTGAGES and WARRANTS to National City Bake County, Indiana:	arik, ( iviorigagee"	) the following descri	bed real estate located in
Common address: 1903 MAPLEWOOD LN	MUNSTE	R	IN
(Street Address or R.R.)  The Legal Description as follows:	(City)	(Twp.)	(State)
	Attached Exhibit	4	
Irst American E	quity Loan Service	AL:	
This Document the Lake Co	ounty Reco		
together with all rights, privileges, interest, easemen appertaining to such real estate (collectively referred income and profits thereof, to secure all obligations following documents (whether promissory notes, guar Documents"):	to as the wortga	aged Premises"), an	d all leases, rents, issues.
a promissory note, dated 1/07/2005 and	, /ir	the amount of \$	\$81,000.00
with terms of payment as provided therein, and all together with all other obligations provided for under the For the purpose of inducing the Mortgagee to ma Mortgagee, that Mortgagor is the owner in fee-simple	ake the loan(s) he	reby secured, the M	ortgagor represents to the
Mortgagee, that Mortgagor is the owner in fee-simple clear from all encumbrances of whatsoever kind of national unknown capacity and the authority to execute this Mortgage.	ure, except curren	t taxes and _First N	al title thereto is free and lortgage at the Mortgagor has the
FIRST: Borrowers will pay all indebtedness required by	we thin Beautiers		
SECOND: Mortgagor shall pay all taxes or assessme part thereof when due and before penalties accrue. Als Premises or any part thereof or further encumber the MTHIRD: Mortgagor shall keep the Mortgagod Promise.	ents levied or assess, Mortgager Premise	essed against the Mo not permit any lien t s without Mortgagee	ortgaged Premises or any to attach to the Mortgaged 's prior written consent.
coverage) insurance in an amount which is at least ex- replacement value of the Mortgaged Premises, if greacceptable to Mortgagee and with a standard Mortgagee FOURTH: Mortgagee may, at its option and from to necessary to perfect or preserve the security intended	qual to the total areater, such insur- ee endorsement in to time, pay all su	mount of indebtedne ance to be in amou favor of Mortgagee.  ms of money which	nazard (fire and extended ss secured hereby or the units and with companies in its judgment may be
necessary to perfect or preserve the security intended not limited to, insurance premiums, taxes, assessments Premises or any part thereof and all costs, expenses and become a part of the mortgage debt secured her lisclosed in the Loan Documents and the Mortgagee shadows.	s and liens which attorneys' fees	may be or become a incurred. All sums of	oms may include, but are lien upon the Mortgaged of money so paid shall be

71-0913-60 (12/03)

(Rev. 12/16/03) PG. 1 - LN0220IN

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FIFTH: Upon any default by Mortgagor under this Mortgage or any default by Borrowers or Mortgagor under the terms of the Loan Documents secured by this Mortgage, or if Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for Mortgagor or for any part the Mortgaged Premises 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 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. SIXTH: If Mortgagor shall encumber, 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: That it is contemplated that the Mortgagee may make future advances or additional loans to the Mortgagor or Borrowers, in which event this Mortgage shall secure the payment of any and all such future advances and of any additional loans, provided that at no time shall the maximum amount secured by this Mortgage exceed the sum of \$250,000.00 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 note, or replacement Loan Documents, 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 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. EIGHTH: 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. NINTH: Any Mortgagor who signs this Mortgage but does not sign the Loan Documents does so only to mortgage Mortgagor does not agree to be personally liable on the Loan Documents. TENTH: 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 \_\_\_\_\_\_\_ day of \_\_JANUARY Signature ANGELIQUE D BROWN Printed Printed Signature Signature Printed STATE OF \_ INDIANA SS. COUNTY OF \_\_\_LAKE Before me, a Notary Public in and for said County and State, appeared ANGELIQUE D BROWN each of whom, having been duly sworn, acknowledged the execution of the foregoing Mortgage. Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_langery 2005

My Commission Expires: 7/7/2011 Printed Name Jennifer E. Buss

County of Residence: Lake

This Instrument prepared by <u>Richard Guillemette</u>

\_ of National City Bank,

\_\_\_Signature II & Bun

## EXHIBIT A

A PARCEL OF LAND LOCATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND KNOWN AS:

BEING LOT NUMBER 167 BLOCK 2 IN WHITE OAK ESTATES AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN BOOK 76 PAGE 60 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED AS INSTRUMENT #95006389 OF LAKE COUNTY RECORDS.

Permanent Parcel Number: 18-28-0572-0055 ANGELIQUE D. BROWN

1903 MAPLEWOOD LANE, MUNSTER IN 46321

Loan Reference Number : 99-952-021401571/021401571

First American Order No: 6691113 Identifier: ELS

