

2005 050479

2005 JUN 20 AM 9: 53

MICHAEL A. BROWN

RECORDER

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(Space Above This Line for Recording Data)

OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 31, 2005
The mortgagor is

CHRIS LOZANOVSKI AND SABRINA D LOZANOVSKI (MARRIED)



Chicago Title Insurance Company

FIFTH THIRD TITLE INSURANCE

("Borrower"). This Security Instrument is given to FIFTH THIRD BANK (CHICAGO)
which is organized and existing under the laws of MICHIGAN and whose address is
1000 E. 80TH PLACE N. TOWER MERRILLVILLE, IN 46410 ("Lender").
Borrower owes Lender the principal sum of Two Hundred Seventy Five Thousand Five Hundred Fifty One AND 50/100

Dollars (U.S. 275,551.50). This debt is evidenced by Borrower's note dated the same date as this Security Instrument
("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 06/15/25.

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals
thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the
security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, or contained in the
Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or
indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations") and
(c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 22 hereof (herein
"Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with mortgage covenants, the following
described property located in the County of LAKE, State of INDIANA, to wit (herein,
the "Real Estate"):

SEE ATTACHED EXHIBIT "A"

which has the address of 245 US HWY 41 SCHERERVILLE, IN 46375-0000
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to,
the Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and
adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of
the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this
Mortgage is on a leasehold) are herein referred to as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,
grant, and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend the title of the
Property against all claims and demands.

05486414

Form 3036 9/90 (page 1 of 5)

ILI1 (04/04)

Return to:

Chicago Title Insurance Company
2200 N. Main St.
Crown Point, IN 46307

**CTIC Has made an accomodation
recording of the instrument.**

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COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any extensions or renewals thereof, prepayment and late charges as provided in the Loan Documents, and the principal and interest on any Future Advances, Obligations or other sums secured by this Mortgage.

2. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require or as may be required by applicable law (including flood insurance required by Item 27 hereof), and in such amounts and for such periods as Lender may require; provided, however, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage unless required by applicable law.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, provided that such approval shall not be unreasonably withheld. Unless otherwise specified, all premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier and providing receipt of said payment to Lender if requested by Lender. All insurance policies and renewals thereof shall be in form acceptable to lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender and shall provide that the policies shall not be amended or canceled without thirty (30) days prior written notice to Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender is hereby given full power to collect any insurance proceeds or to settle and compromise any insurance claims or bring suit to recover thereunder.

Lender is authorized to apply the net proceeds of any insurance claim, after deducting all costs of collection, including attorney's fees, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of the collateral for the remaining indebtedness, Lender may without further notice or demand, elect to declare the whole of the remaining Indebtedness due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted in Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment payments agreed to by Lender and Borrower, or change the amount of such installments. If, under Item 17 hereof, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof, resulting from damage to the Property prior to the sale or acquisition, shall pass to Lender to the extent of the sum secured by this Mortgage, immediately prior to such sale or acquisition.

3. Charges; Liens. Borrower shall pay all taxes, liens, assessments and other charges, fines and impositions attributable to the Property, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the Payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish Lender receipts evidencing such payment.

4. Funds For Taxes And Insurance. If Borrower is in default on any premium payment on an insurance policy or if Borrower fails to pay yearly taxes or assessments when due, or if Lender in its discretion deems it necessary, Borrower shall be required to pay to Lender on the day any installments of principal and interest are payable under the Loan Documents, or on such other date as Lender may specify, until the Indebtedness is paid in full, a sum equal to a percentage, to be specified by Lender, of the yearly taxes and assessments (herein "Funds") which may attain priority over this Mortgage, and ground rents on the Property, if any, plus a percentage, to be specified by Lender, of the yearly premium installments for hazard insurance, plus a percentage to be specified by Lender, of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held by Lender and Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. No interest shall be paid to Borrower on the Funds, and unless said agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the funds showing credits and debits to the Funds. The Funds are pledged as additional security for the sums secured by this Mortgage. If the amount of the Funds held by Lender, together with future monthly installments of Funds payable prior to the due date of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on periodic installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof. Nothing in this paragraph shall be deemed to obligate Lender to pay such charges when due if the Funds are insufficient or the Borrower shall fail to supply Lender with the proper invoice when payment is due.

Upon payment in full of all sums secured by this Mortgage, Lender shall within 10 days refund to Borrower any Funds held by Lender. If under item 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply any Funds held by Lender as a credit against the sums secured by this Mortgage.

5. Application of Payments. Unless otherwise agreed, all payments are to be applied in the following order: costs, expenses, attorney's fees, interest, escrow, late fees or penalties and then principal. In the event this mortgage secures more than one note or other debt instrument, at Lender's option, payments may be applied on any of the outstanding notes, or concurrently on more than one of the outstanding notes.

6. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the by-laws and regulations of the condominium or planned unit development.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced with materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 6 shall require Lender to incur any expense or take any action hereunder. Form 3036 (page 2 of 5) ILI2 (5/00)

If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, without Lender's prior written consent.

18. Acceleration; Remedies. Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filing of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filing of any proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

The sums secured hereby shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts, title reports and reasonable attorney's fees.

19. Borrower's Right to Redeem. Borrower shall have such rights of redemption as are provided by the law of the State where the Property is located.

20. Dower. Borrower covenants that all dower interest, if any, in and to the Property is hereby remised, released and forever quitclaimed unto Lender by Borrower.

21. Assignments of Rents. Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

22. Future Advances. Upon request by Borrower, Lender, at Lender's option, may make Future Advances to Borrower. Such future and additional loan advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.

23. Rental of Property Restricted. Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent. If, with Lender's written consent, there is a lease on the Property, Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower is not to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set forth in Item 20 or any other provision hereof.

24. Release. Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, Lender shall discharge this Mortgage with any costs paid by Borrower.

25. Mortgage as Security For Other Liabilities. This Mortgage shall serve as security for every other liability or liabilities of the Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, whether now or hereafter existing and whether the same may have been or shall be participated in, in whole or in part by others, by trust agreement or otherwise, or on any manner acquired by or accruing to the holder hereof, whether by agreement with, or by assignment or endorsement to the Lender by anyone whomsoever.

It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, and any extensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of this Mortgage to the recorder for record.

Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it shall hereafter be created in a "consumer credit transaction" as defined in Title 1, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601 et. seq., as amended, or any successor federal statute, or any applicable state statute containing substantially similar provisions.

26. Ohio Covenant. If the Property is located in Ohio, Borrower and Lender covenant that Lender is authorized to do all things provided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code.

27. Uniform Commercial Code Security Agreement. Borrower hereby grants Lender a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and deliver to Lender all financing statements and other documents requested by Lender to perfect its security in such property, and Borrower will pay the expense of filing such documents and of conducting a search of records in which documents are recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed against the items of real property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement.

28. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect; Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required so that Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as then in effect; and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to any of the Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Lender except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration date of each such flood insurance policy, Borrower shall deliver to Lender a renewal policy or endorsement together with evidence satisfactory to Lender that the premium therefor has been paid.

29. Jury Waiver. BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it
Witnesses:

Chris Lozanovski (Seal)
CHRIS LOZANOVSKI

Sabrina D. Lozanovski (Seal)
SABRINA D LOZANOVSKI

_____ (Seal)

STATE OF INDIANA, LAKE COUNTY

This Document is the property of the Lake County Recorder!

On this 31st DAY OF May, 2005, before me, a Notary Public in and for said County and State, personally appeared
CHRIS LOZANOVSKI AND SABRINA D LOZANOVSKI (MARRIED)

the individual(s) who executed the foregoing instrument and acknowledged that HE/SHE did examine and read the same and did sign the foregoing instrument, and that the same is HIS/HER free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: (Seal) 9-3-2009

This instrument was prepared by:

ROBERT LUTES

1000 E. 80TH PLACE N. TOWER MERRILLVILLE, IN 46410



Robert D Lutes
Notary Public

ROBERT D LUTES
LAKE COUNTY

Swain

EXHIBIT "A" LEGAL DESCRIPTION

Account #: 10490156
Order Date : 04/19/2005
Reference : 05486414
Name : CHRIS LOZANOVSKI
Deed Ref : 106672

Index #: 858543770
Parcel #: 20 13 0001 0093

SITUATED IN LAKE COUNTY INDIANA AS FOLLOWS:

THE SOUTH 50 FEET OF THE NORTH 250 FEET OF THE WEST 180 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, EXCEPT THE WEST 50 FEET THEREOF, IN THE TOWN OF SCHEREVILLE, LAKE COUNTY, INDIANA.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 106672 OF THE LAKE COUNTY INDIANA RECORDS.

LESS AND EXCEPT:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST, LAKE COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTORS' LAND LYING WITHIN THE RIGHT- OF- WAY PARCEL PLAT MARKED AS EXHIBIT "B", DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION SOUTH 0 DEGREES 47 MINUTES 2 SECONDS EAST 60.973 METERS FROM THE NORTHWEST CORNER OF SAID QUARTER QUARTER QUARTER SECTION, SAID NORTHWEST CORNER BEING DESIGNATED AS POINT 2065 ON SAID PARCEL PLAT, WHICH POINT OF BEGINNING IS THE NORTHWEST CORNER OF THE SOUTH 50 FEET OF THE NORTH 250 FEET OF THE WEST 180 FEET OF SAID QUARTER-QUARTER-QUARTER SECTION THENCE SOUTH 89 DEGREES 36 MINUTES 46 SECONDS EAST 20.034 METERS ALONG THE NORTH LINE OF THE SOUTH 150 FEET OF THE NORTH 250 FEET OF THE WEST 180 FEET OF SAID QUARTER-QUARTER-QUARTER SECTION TO POINT 2424 DESIGNATED ON SAID PARCEL PLAT; THENCE SO-UT 0 DEGREES 47 MINUTES 13 SECONDS WEST 20.035 METERS ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID SECTION; THENCE NORTH 0 DEGREES 47 MINUTES 02 SECONDS WEST 15.243 METERS ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 305.3 SQUARE METERS MORE OR LESS, INCLUSIVE OF THE PRESENTLY EXISTING RIGHT OF WAY WHICH CONTAINS 227.8 SQUARE METERS MORE OR LESS, THE PORTION OF THE ABOVE DESCRIBED REAL ESTATE WHICH IS NOT ALREADY EMBRACED WITH IN THE PRESENTLY EXISTING RIGHT OF WAY CONTAINS 77.5 SQUARE METERS MORE OR LESS. IN LAKE COUNTY, INDIANA.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 106672 OF THE LAKE COUNTY INDIANA RECORDS.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

