STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2005 052824

2005 JUN 27 PK 12: 24

MORTGAGE

(Borrower/Mortgagor)

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

This Indenture Witnesseth, That DAVID LAMPKI	NJR. AKA DAVID LAMPKIN			
(singly or jointly "Mortgagor") of		County, S	State of Indiana,	
MORTGAGES and WARRANTS to National	City Bank, ("Mortgagee") the fo	ollowing described real est	ate located in	
LAKE County, Indian		· ·		
Common address: 2517 TYLER	GARY		IN	
(Street Address or R.R.)	(City)	(Twp.)	(State)	
The Legal Description as follows:		-721-	1720	
	See Attached Exhibit A	135	6730	
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	Document is			
	ocument is			
NO	T OFFICIAL			
This Document is the property of				
the La	ake County Records	er!		
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together with all rights, privileges, interest, ea	sements improvements and t	fixtures now or horoafter	located upon or	
appertaining to such real estate (collectively re	eferred to as the "Mortgaged	Premises"), and all lease	s rents issues	
income and profits thereof, to secure all oblid	gations of all borrowers ("Bor	rowers") to Mortgagee ev	videnced by the	
following documents (whether promissory note	s, guaranties, letters of credit	or other documents collect	ctively the "Loan	
Documents"):				
a promissory note, dated 5/23/	2005 in the	amount of \$\$16,00	0.00	
and	,	Ψ10,00	0.00	
	AUTUUD.			
with terms of payment as provided therein, a	and of receivable extensions	amandments and venters		
together with all other obligations provided for u	inder this Mortgage	amendments and replace	ements thereor,	
For the purpose of inducing the Mortgage	e to make the loan(s) hereby	secured, the Mortgagor re	epresents to the	
Mortgagee, that Mortgagor is the owner in fee-simple of the Mortgaged Premises, that legal title thereto is free and clear from all encumbrances of whatsoever kind of nature, except current taxes and				
clear from all encumbrances of whatspever kind	d of frature, except current taxe	es and _; and that th e Mort ç	ragor has the	
capacity and the authority to execute this Mortg		_ v and that the Mort	Jagoi Has III C	
Mortgagor covenants and agrees with Mortgagor	ee that:			

FIRST: Borrowers will pay all indebtedness secured by this Mortgage when due, together with costs of collection and

SECOND: 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, Mortgager Shall not permit any lien to attach to the Mortgaged Premises or any part thereof or further encumber the Mortgaged Premises without Mortgagee's prior written consent. THIRD: Mortgage shall keep the Mortgaged Premises in good repair at all times and shall not commit or allow the

commission of waste thereon. Mortgagors 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 total amount of indebtedness secured hereby or the replacement value of the Mortgaged Premises, if greater, such insurance to be in amounts and with companies acceptable to Mortgagee and with a standard Mortgagee endorsement in favor of Mortgagee.

FOURTH: Mortgagee and with a standard Mortgagee endorsement in ravor of Mortgagee.

FOURTH: Mortgagee may, at its option and from to time, 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 paid shall be and become a part of the mortgage debt secured hereby and payable forthwith at the same rate of interest that is

disclosed in the Loan Documents and the Mortgagee shall be subrogated to any lien so paid by it.

reasonable attorneys' fees, all without relief from valuation and appraisement laws.

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 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.

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.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on this 23 day of MAY

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 Mortgagee 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's interest in the Mortgaged Premises to secure payment and performance of the Loan Documents and 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.

Signature AKA Ment	Suffin
DAVID LAMPKIN JR. AKA DAVID LAMPKIN Printed	Printed
Signature MOIAN	Signature
Printed	Printed
STATE OF Indiana	_
COUNTY OF Lake	SS.
Before me, a Notary Public in and for said County and State, app	peared DAVID LAMPKIN .IR. AKA DAVID LAMPKIN
each of whom, having been duly sworn, acknowledged the exect	ution of the foregoing Mortgage.
Witness my hand and Notarial Seal this day of	
County of Residence: + DATER	Signature Munda Mt China
My Commission Expires: 2-19-09	Printed Name SENNIJER M DOLLNIAR
This Instrument prepared by <u>La Shaun Mode</u>	of National City Bank.

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2005

EXHIBIT A

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LOT NUMBERED 10 IN BLOCK 3 IN GARFIELD PARK, A SUBDIVISION IN THE COUNTY OF LAKE AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE(S) 16A, IN THE RECORDS IN THE OFFICE OF THE RECORDER OF LAKE COUNTY INDIANA.

Permanent Parcel Number: 25-43-0046-0010 DAVID LAMPKIN JR.

2517 TYLER STREET, GARY IN 46407 Loan Reference Number : 60-353-021753871/021753871 First American Order No: 7356730

Identifier: L/ELS

