STATE OF INDIAH A FILED FOR RECORD

019278

2006 MAR - 8 PM 1: 42

MICHAEL A BROWN

MORTGAGE

(Borrower/Mortgagor)

When recorded mail to: FIRST AMERICAN TITLE INSURANCE 1228 EUCLID AVENUE, SUITE 400 CLEVELAND, OHIO 44115 ATTN: FT1120

897512

This Indenture Witnesseth, That GEORGIA LEAVER		\wedge		
(singly or jointly "Mortgagor") of			County, Stat	e of Indiana.
MORTGAGES and WARRANTS to National City Bank	k, ("Mortgagee") the fol	lowing describe	d real estate	located in
lake County, Indiana:		- -	The second of the second	
Common address: 6620 MISSOURI AVE	HAMMOND			IN
(Street Address or R.R.)	(City)	(Twp.)		`(State)
The Legal Description as follows:			and the second	
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See Attached Exhibit A

Document is NOT OFFICIAL!

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together with all rights, privileges, interest, 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 all obligations of all borrowers ("Borrowers") to Mortgagee evidenced by the following documents (whether promissory notes, guaranties, letters of credit or other documents collectively the "Loan Documents"):

a promissory no	ote,	dated	2/15/200	6			an	nount of \$	\$50,000.00	
and						4.				
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with terms of payment as provided therein, and all renewals, extensions, amendments and replacements thereof, together with all other obligations provided for under this Mortgage.

For the purpose of inducing the Mortgagee to make the loan(s) hereby secured, the Mortgagor represents 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

capacity and the authority to execute this Mortgage.

Mortgagor covenants and agrees with Mortgagee that:
FIRST: 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.

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, Mortgagor 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

THIRD: Mortgagor 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

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 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.

71-0913-60 (12/03)

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

; and that the Mortgagor has the

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.

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 potes or other evidence of indebtedness stating that said 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			tant athenning required by	the leave of Indiana
TENTH: This Mortgage is gove and applicable federal law.	affied by the laws of	Onio, except to the ext	tent otherwise required by	ine laws of Indiana,
IN WITNESS WHEREOF, Mort	gagor has executed	his Mortgage on this	15 day of FEBRUAR)	2006
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Signature	<u> </u>	Signature		
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GEORGIA'L LEAVER	[3]			<u> </u>
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Signature		WDIANA Signature		
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STATE OF				
1416	Ò	SS.		
COUNTY OF	<u> </u>			
Before me, a Notary Public in a	nd for said County ar	nd State, appeared GEO	ORGIA L LEAVER	
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each of whom, having been duly	y sworn, acknowledg	go the execution of the	au ego, igriyongaye	
			KUKU W	06-
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			Mility 30	suit .
Witness my hand and Notate (oday of Juli	o littley	Sezut
Witness my hand and Notate County of Residence:		day ofSignature	DATALLY STATES	SULT UP ational City Bank.

EXHIBIT A

SITUATED IN THE COUNTY OF LAKE AND STATE OF INDIANA: NUMBERED 9 AND 10 IN BLOCK 10 IN MANUFACTURERS, AN ADDITION TO THE CITY OF HAMMOND AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE(S) 23, IN THE RECORDS IN THE OFFICE OF THE RECORDER OF LAKE COUNTY INDIANA.

Permanent Parcel Number: 26-35-0019-0009 GEORGIA LEAVER

6620 MISSOURI AVENUE, HAMMOND IN 46323

Loan Reference Number /: 60-356-022453385/022453385

First American Order No: 8935127
Identifier: f/FLG

Cument is

LEAVER 8935127

NOT OFFICIAL!

FIRST AMERICAN LENDERS ADVANTAGEMENT is the property of

the Lake County Recorder!

Prescribed by the State Board of Accounts (2005)

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a)

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm Under the penalties of perjury:

- 1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers.
- 2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the forgoing declarations are true.

This Document is the property of the Lake County Recorded L. Lishum Signature of Declarant

Joyce L. Graham

Printed Name of Declarant