STATE OF INDIANA.
LAKE COUNTY
FILED FOR RECORD

2006 024578

2006 MAR 24 PM 1: 52

MICHAEL A. BROWN RECORDER

Mortgage

8903503

(Borrower/Mortgagor)
Open End Line of Credit

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

This Indenture Witnesseth, That OSCAR MARTINEZ	Z AND MARIA S MARTINEZ	/		
(singly or jointly "Mortgagor") of			Co	ounty, State of
Indiana, MORTGAGES, and WARRANTS to National	onal City Bank, ("Mortgagee	e") the following describ		
in Lake	County, Indiana:			
Common address 9846 TWIN CREEK BLVD	MUNSTER		IN	46321-4123
(Street Address or R.R.)	(City)	(Twp.)		(State)

The Legal Description as follows:

See Attached Exhibit A

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

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 First Mortgage at

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 appraisement 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.

71-0912-60 (01/04)

(Rev. 01/15/04) PG.1 - LN025OIN

1802 10098

SIXTH: If Mortgagor shall permit filing an encumbrance senior to this Mortgage or se ownership of or any interest in the Mortgaged Premises or any part thereof without prior windebtedness secured by this Mortgage shall, at the option of Mortgagee and without prior with pri	ritten consent of Mortgagee, all
immediately due and payable. SEVENTH: Upon any default by Mortgagor under this Mortgage or upon any default und secured by this Mortgage, the entire indebtedness secured hereby shall, at the option of Mortgage may be foreclosed amond, become immediately due and payable and this Mortgage may be foreclosed Mortgagee may take possession of the Mortgaged Premises to collect any rents, issues,	Mortgagee and without notice or accordingly. Upon foreclosure, income or profits and apply the
same to the payment of indebtedness secured hereby or have a receiver appointed to take Premises and collect all rents, issues, income or profits, during the period of foreclosure aforeclosure, Mortgagee may continue the abstract of title to the Mortgaged Premises, or objective or title insurance, and the cost thereof shall be added to the unpaid principal balancing tights and remedies of Mortgagee hereunder are cumulative and are in addition and nemedies which Mortgagee may otherwise have by law. No waiver of any default or failure	and redemption. In the event of stain other appropriate evidence e secured by this Mortgage. All of in limitation of any rights or
or remedy by Mortgagee shall operate as a waiver of any other default or of the same def 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	ault in the future or as a waiver Borrowers, in which event this
Mortgage shall secure the payment of any and all future advances of any additional amour the maximum amount secured by this Mortgage exceed the sum of \$	tent and priority as the amount
replacement Agreement, at any time for any portion of the indebtedness hereby secured a payment of any part of said indebtedness without affecting the security or priority of this Mortgage shall also secure the payment of any other liabilities, joint, several, direct, indire the holder of this Mortgage, when evidenced by promissory notes or other evidence of notes or other evidence of notes or other evidence of notes or other evidence.	and may extend the time for the Mortgage in any manner. This ct or otherwise, of Mortgagor to
NINTH: All rights and obligations of Mortgagor hereunder shall be binding upon all heirs, representatives and shall inure to the benefit of Mortgagee and its successors, assigns and TENTH: Any Mortgagor who signs this Mortgage but does not sign the Agreement does sinterest in the Mortgaged Premises to secure payment and performance of the Agreement to be personally liable on the Agreement.	legal representatives. o only to mortgage Mortgagor's
ELEVENTH: This Mortgage is governed by the laws of Ohio, except to the extent othe Indiana, and applicable federal law.	erwise required by the laws of
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on this 17 day of I	EBRUARY 2006 .
Signature Signature	
OSCAR MARTINEZ Printed Printed	
Signature	
Printed	
STATE OF INLIAN	
COUNTY OF SS.	
Before me, a Notary Public in and for said County and State, appeared	<u></u>
each of whom, having been duly sworn, acknowledged the execution of the foregoing Mort	
Witness my hand and Notarial Seal this day of day of	1006
County of Residence:	Cosillas
My Commission Expires:	f National City Bank.
This mountain prepared by0	i isaliuliai City Dalik.

(Rev. 01/15/04) PG.2 - LN025OIN

EXHIBIT A

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

BEING LOT NUMBER 55 IN TWIN CREEK BLOCK ONE, AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN PLAT BOOK 48 PAGE 68 OF LAKE COUNTY RECORDS.

Permanent Parcel Number: 18-28-0427-0055 OSCAR MARTINEZ AND MARIA S. MARTINEZ, HUSBAND AND WIFE

9846 TWIN CREEK BOULEVARD, MUNSTER IN 46321 Loan Reference Number : 60-364-022442158/022442158 First American Order No: 8903503

Identifier: FIRST AMERICAN LENDERS ADVANTAGE



NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

8903503

FIRST AMERICAN LENDERS ADVANTAGE
OPEN END MORTGAGE

When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
LENDERS ADVANTAGE
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: NATIONAL RECORDINGS 1120



Prescribed by the State Board of Accounts (2005)

Declaration

This form is to be signed by 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, the property of

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

Signature of Declarant

PAULA SEMENEC

Printed Name of Declarant