STATE OF HIDIS.

LAKE COUNTY FILED FOR RECORD

2006 026176

2006 MAR 31 AM 8: 59

MICHAEL A. BROWN PECORDER 0000000000861492031

(Space Above This Line for Recording Data)
OPEN-END MORTGAGE

urity Instrument") is given on March 8, 2006 THIS MORTG

The mortgagor is

AKA Christof A. Gnilka CHRISTOPHER A. GNILKA

("Borrower"). This Security Instrument is given to FIFTH THIRD BANK (WESTERN MICHIGAN) and whose address is which is organized and existing under the laws of MICHIGAN

("Lender").

GRAND RAPIDS, MI 49546 Borrower owes Lender the principal sum of Twenty Thousand AND 00/100

). 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 03/08/26.

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 , to wit (herein, described property located in the County of LAKE

the "Real Estate"):

SEE ATTACHED EXHIBIT "A"

which has the address of 2664 W 59TH PL MERRILLVILLE, IN 46410-0000 ("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 ILI1 (04/04) Property against all claims and demands. Form 3036 9/90 (page 1 of 5)

06558485

24-182924

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 cneawals thereof, prepayment and entered by the Boar Documents, and the state of the Composition of th

one note or other debt instrument, at Lender's option, payments may be applied on any of the outstanding notes, or concurrently components on 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 shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall shall keep the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Propert

governing the condominium or planned unit development, and the by-laws and regulations of the 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 Mortgage, or if any action or proceedings 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 limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings 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, disburses such involving a bankrupt or decedent, Lender at Lender's option, upon notice to Borrower additional indebtedness with 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 Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with Any amounts disbursed by Lender pursuant to this Item 6, and the Item 6, and the Item 6, and the Item 6 and Item 6, and

8. Environmental Laws. (a) Except as set forth in Exhibit 7 (a) hereto, Borrower has obtained all permits, Licenses and ordinance, code or regulation affecting or regulatin the environment ("Environmental Laws") and, to the best of Borrower's knowledge, Borrower is in comment and all material respects with all terms and conditions, crequired permits, liceses and surborizations, and is also in napiliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, or the property of the property of the Exhibit 7 (b) hereto, Borrower is not aware of, and has not received notice of, any past, present of future events, conditions, circumstances, activities, practices, incidents, actions or plans which may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action demand, suit, proceeding, hearing, study common law or legal liability, or otherwise form the basis of any material claim, action and the continuous or investigation, based on or related to the manufacture, processing, distribution, uses treatment, storage, disposal, transport, or or investigation, based on or related to the manufacture, processing, distribution, uses treatment, storage, disposal, transport, or or investigation, observed a present of the condustrial took parts of the continuous distribution of the continuous distributions distribution distribution distribution distribution distribution distribution distribution

indebtedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

Dostpone the due date of any installment payengs of error to in Item I hereof or change the amount of such installments. The provers of the time for payengs of the time for the form of the time for payengs of the time for the time for payengs of the time for the form of the time for the time for the form of the time for the form of the time for the form of th

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, indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property or author of this Item. Such transfer shall not be made, created, or suffered to be made 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 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 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 shall be deemed to be a transfer within the meaning of this Item. Such as the Property of the Property of the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured in conjunction with this with the terms of this Mortgage or in the Mortgage or in the Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower of its property for proceeding by or against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days charge

the Lender, at Lender's option, may declate all of the sums secured by 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 principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and principal and interest under the Loan Documents or the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure, including, but not subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not subject to foreclosure. 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 convenants that all dower interest, if any, in and to the Property is hereby remised, released and

where the Property is located.

20. Dower. Borrower convenants 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 receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and receiver, to enter upon and take possession of the Property, and Lender may operate, management and lease the Property and receiver, to enter upon and take possession of the Property and Lender may operate, manage, rent and lease the Property and receiver, to enter upon and take possession of the Property of an Event of Default. All rents collected by Lender may benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may benefit and protection 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 Property 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 promissory notes stating that such notes are secured hereby here with to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.

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, there is a lease on the Property, Borrower is to perform all of Borrower's obligations under such with Lender's written consent, there is a lease on the Property, Borrower is to perform all of Borrower's obligations under such written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such written consent. Upon Lender's prior written consent, because the Property and, on demand, to furnish Lender executed reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed reasonable detail as Lender system to any lease agreement, written or oral, concerning the Property or any part thereof without 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 executed 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 with any costs paid by Borrower. This Mortgage shall serve as security for every other liability or liabilities of the Borrower by the detail of the lease shall also evidenc

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 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 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 above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of appropriate authorities as a Uniform Commercial Code Financing Stateme ILI4 (5/00) 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 Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as Lender shall be deemed in compliance with the rules and insurance shall be in a form satisfactory to Lender may approve, shall be in a form satisfactory to Lender and available with respect to any of the 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 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 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 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 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 shall be fo BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Secu Instrument and in any rider(s) executed by Borrower and recorded with it. AKA Christopher A. Gnilka Witnesses: (Seal) Document is (Seal) (Seal) the Lake County Recorder! STATE OF INDIANA, before me, a Notary Public in and for said County and State, 8th DAY OF March, 2006, On this personally appeared AKA Christof A. Gnilka CHRISTOPHER A. GNILKA 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) This instrument was prepared by: KAHTLEEN A, FERRO GRAND RAPIDS, MI 49546 Form 3036 9/90 (page 5 of 5) ILI5 (3/04) RETURN TO: SOUTHWEST FINANCIAL SERVICES, ETD P.O. BOX 300 CINCINNATI, OH 45273-8043

EXHIBIT "A" LEGAL DESCRIPTION

Account #: 11530155

Index #:

Order Date: 02/21/2006

Parcel #: 08-15-0373-0011

Reference: 06558485

Name: CHRISTOF A. GNILKA

Deed Ref: 2004-101530

SITUATED IN LAKE COUNTY, IN THE STATE OF INDIANA:

LOT 11, IN BON AIRE SUBDIVISION UNIT #4, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 36, PAGE 11, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY OF LAKE COUNTY, INDIANA.

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.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2004-101530, OF THE LAKE COUNTY, INDIANA RECORDS. LINE 15

NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

