

2007 048691

2007 JUN 15 AM 8:38

MICHAEL A. BROWN  
RECORDER

4

**Mortgage**

(Borrower/Mortgagor)  
Open End Line of Credit

RECORDED:  
National City  
P.O. Box 5570, LOC. #7120  
Cleveland OH 44101

This Indenture Witnesseth, That BRUCE A FERRARI AND DAWN M FERRARI, HUSBAND AND WIFE 10521343  
(singly or jointly "Mortgagor") of \_\_\_\_\_ County, State of  
Indiana, **MORTGAGES**, and **WARRANTS** to National City Bank, ("Mortgagee") the following described real estate located  
in LAKE County, Indiana:  
Common address 11894 CLARK CT CROWN POINT IN 46307-8236  
(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**

together with all rights, privileges, interests, 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 the payment and all obligations of all borrowers ("Borrowers") to Mortgagee under  
a certain credit agreement dated 10/10/2006, that establishes an open end line of  
credit for the Borrowers in the amount of \$ \$45,000.00 with future advances, interest, and terms of  
payment as therein provided, or as extended, modified or renewed, executed by Borrowers to Mortgagee ("Agreement").  
Mortgagor covenants and agrees with Mortgagee that:

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 nat city

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 appraisal 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.

20<sup>02</sup>  
2037017  
B

SIXTH: If Mortgagor shall permit filing an encumbrance senior to this Mortgage or 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: Upon any default by Mortgagor under this Mortgage or upon any default under the terms of the Agreement secured by this Mortgage, 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.

EIGHTH: That it is contemplated that the Mortgagee may make future advances to the Borrowers, in which event this Mortgage shall secure the payment of any and all future advances of any additional amount, provided that at no time shall the maximum amount secured by this Mortgage exceed the sum of \$ 45000.00 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 Agreement, or replacement Agreement, 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 or priority 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.

NINTH: 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.

TENTH: Any Mortgagor who signs this Mortgage but does not sign the Agreement does so only to mortgage Mortgagor's interest in the Mortgaged Premises to secure payment and performance of the Agreement and Mortgagor does not agree to be personally liable on the Agreement.

ELEVENTH: This Mortgage is governed by the laws of Ohio, except to the extent otherwise required by the laws of Indiana, and applicable federal law.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on this 10 day of OCTOBER 2006.

Dawn M Ferrari  
Signature

Bruce A Ferrari  
Signature

DAWN M FERRARI  
Printed

BRUCE A FERRARI  
Printed

Signature

Signature

Printed

Printed

STATE OF Indiana

COUNTY OF Lake

Before me, a Notary Public in and for said County and State, appeared Dawn M Ferrari & Bruce A Ferrari

each of whom, having been duly sworn, acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 10<sup>th</sup> day of October, 2006

County of Residence: Lake

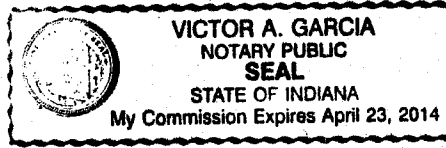
Signature [Signature]

My Commission Expires: 4-23-06

Printed Name Victoria Garcia

This Instrument prepared by Tammy Webster of National City Bank.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.  
Annat Hartzell Annat Hartzell



**AFFIDAVIT OF LOST MORTGAGE**

State of Ohio

County of Cuyahoga

I, Jackie Szczepanik, (title) Authorized Representative, of (organization) National City Bank, acting as authorized agents of (organization) National City, being first duly sworn, do hereby depose and state:

1. That I am over the age of eighteen and are familiar with the nature of an oath and with the penalties provided by law for falsely swearing to statements made in an instrument of this nature;
2. That on October 10, 2006 a certain mortgage was made by Bruce A Ferrari and Dawn M Ferrari, husband and wife, at 11894 Clark court Crown Point, Indiana in the amount of \$45,000.00
3. That said mortgage was sent via overnight courier from (organization) National City on or about October 16, 2006 to be recorded in the Office of the Clerk of Lake County, Indiana.
4. That after a diligent search, said original recorded mortgage document cannot be located, and that to the best of our knowledge and belief is lost.
5. That the attached copy of said original mortgage document is being recorded with this affidavit to encumber the real property described as follows:

**SEE LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF**

6. That we have read the full facts of this affidavit and that we understand its context and that the representations contained herein are true and correct.

**FURTHER AFFIANT SAYETH NAUGHT**

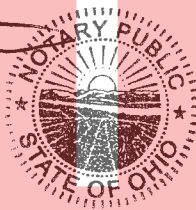
*Jackie Szcep*  
 Name: Jackie Szczepanik  
 Title: Authorized Representative

**Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder!**

State of Ohio  
County of Cuyahoga

Executed before me on the 24th day of May, 2007, by Jackie Szczepanik, Authorized Representative, acting as authorized agents of National City Bank, personally known to me, and who did execute the within instrument as the free act and deed of said corporation.

*Tammy Webster*  
 Notary Public  
 My commission expires:



TAMMY WEBSTER, Notary Public  
 in and for the State of Ohio  
 My Commission Expires  
 July 24, 2011

This Instrument Prepared By: Tammy Webster



EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF INDIANA, COUNTY OF LAKE,  
WITH A STREET LOCATION ADDRESS OF 11894 CLARK CT; CROWN POINT, IN  
46307-8236 CURRENTLY OWNED BY BRUCE A FERRARI AND DAWN M FERRARI  
HAVING A TAX IDENTIFICATION NUMBER OF 03-07-0370-0021 AND FURTHER  
DESCRIBED AS WOODY CREEK ESTATES UNIT NO. 2 LOT 33  
DOC.2001-080091 .

03-07-0370-0021

11894 CLARK CT; CROWN POINT, IN 46307-8236

60-353-97421105 / 022894574  
30372624/f

FERRARI  
10521343 IN  
FIRST AMERICAN LENDERS ADVANTAGE  
MORTGAGE

When recorded mail to:  
FIRST AMERICAN TITLE INSURANCE  
LENDERS ADVANTAGE  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
ATTN: FT1120

