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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 064337

2008 SEP 12 AM 10:06

NICHOLAS A. BROWN  
RECORDER

**Mortgage**  
(Borrower/Mortgagor)  
Open End Line of Credit

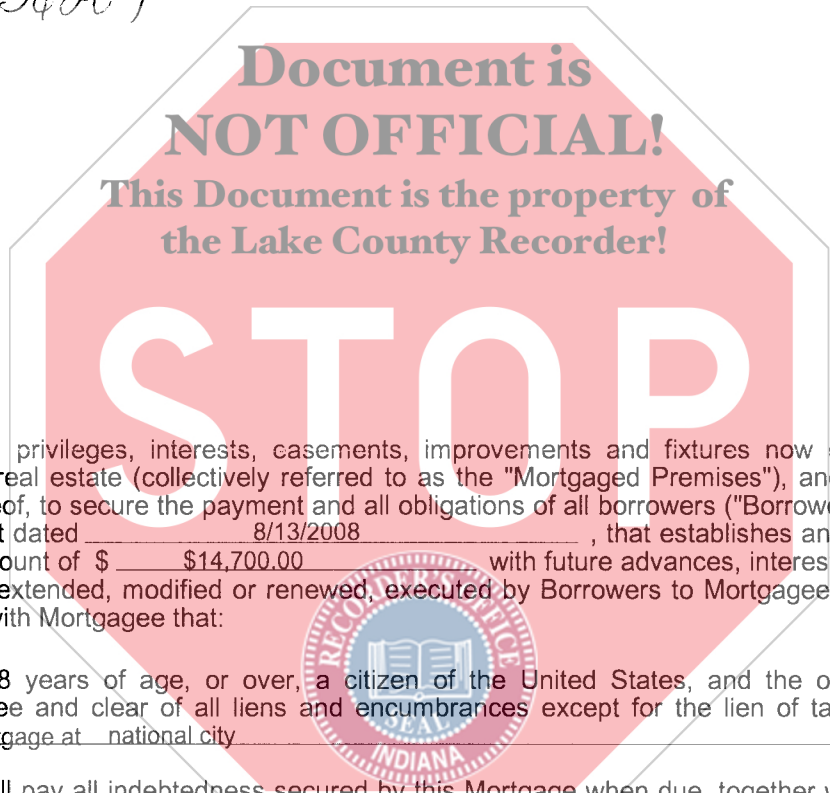
~~RETURN TO:~~  
National City  
P O Box 5570, Loc. #7120  
Cleveland OH 44101

This Indenture Witnesseth, That JOSE E. CRUZ AND MARILYN CRUZ, HUSBAND AND WIFE  
(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 3783 MAXWELL ST \_\_\_\_\_ HOBART \_\_\_\_\_ IN 46342-1744  
(Street Address or R.R.) (City) (Twp.) (State)

**The Legal Description as follows:**

38334209

See Attached Exhibit A



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 8/13/2008, that establishes an open end line of credit for the Borrowers in the amount of \$ \$14,700.00 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 national 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.

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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 \$ 14700.00 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 13 day of AUGUST 2008.

Signature Jose E Cruz Signature Marilyn Cruz

JOSE E CRUZ MARILYN CRUZ - Individual  
Printed Printed

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Printed \_\_\_\_\_ Printed \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ SS.

Before me, a Notary Public in and for said County and State, appeared \_\_\_\_\_

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

Witness my hand and Notarial Seal this 13 day of August, 2008.

County of Residence: Porter Signature Jennifer M Dollinar

My Commission Expires: 2-19-09 Printed Name Jennifer M Dollinar

This Instrument prepared by Angela M Garcia-Rodriguez 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 Seamus Hampton


EXHIBIT A

SITUATED IN THE COUNTY OF LAKE AND STATE OF INDIANA:

LOTS 29 AND 30, IN BLOCK 1, IN F.D. BARNES' GARY ADDITION TO HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 10 PAGE 27, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Permanent Parcel Number: 27-17-0046-0028  
JOSE E. CRUZ AND MARILYN CRUZ, HUSBAND AND WIFE

3783 MAXWELL STREET, HOBART IN 46342-1744  
Loan Reference Number : 60-353-165204788/024036814  
First American Order No: 38336209  
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 CRUZ  
38336209  
FIRST AMERICAN ELS  
MORTGAGE



WHEN RECORDED, RETURN TO:  
EQUITY LOAN SERVICES, INC.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING - TEAM 6  
Accommodation Recording Per Client Request