

3

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2008 064445

2008 SEP 15 AM 8:40

MICHAEL A. BROWN
RECORDER

Mortgage

(Borrower/Mortgagor)

Open End Line of Credit

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

38570114

This Indenture Witnesseth, That KEVIN W SMITH AND PAMELA P SMITH, HUSBAND AND WIFE

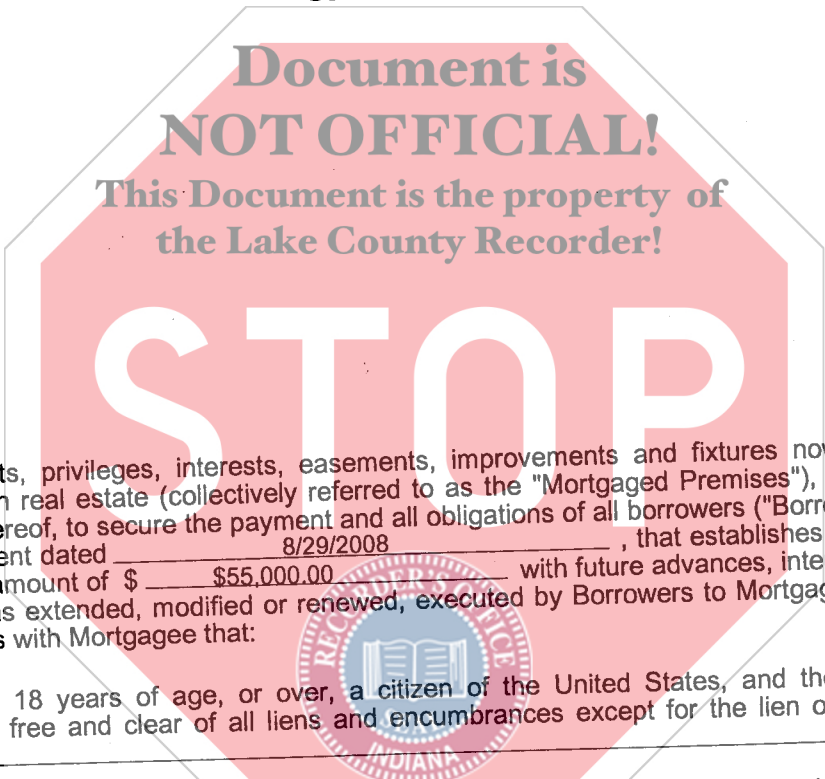
(singly or jointly "Mortgagor") of _____ County, State of

Indiana, MORTGAGES, and WARRANTS to National City Bank, ("Mortgagee") the following described real estate located

in lake _____ County, Indiana:
Common address 447 STRATFORD LN SCHERERVILLE IN 46375-2320
(Street Address or R.R.) (City) (Twp.) (State)

The Legal Description as follows:

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 8/29/2008, that establishes an open end line of credit for the Borrowers in the amount of \$ 55,000.00 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 _____

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.

✓ # 3293728
18-
E BB

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 \$ 55000.00 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 29 day of AUGUST 2008.

Kevin W. Smith
Signature

Pamela P Smith
Signature

KEVIN W SMITH
Printed

PAMELA P SMITH
Printed

Signature

Signature

Printed

Printed

STATE OF Indiana

COUNTY OF Lake

SS.



Before me, a Notary Public in and for said County and State, appeared Kevin W. Smith and Pamela Smith husband and wife

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

Witness my hand and Notarial Seal this 29th day of Aug, 2008

County of Residence: Lake Signature Kathryn A Jezuit

My Commission Expires: 6.26.15 Printed Name Kathryn Jezuit

This Instrument prepared by Victoria R Travis 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 Victoria R Travis

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF INDIANA, COUNTY OF LAKE,
WITH A STREET LOCATION ADDRESS OF 447 STRATFORD LN; SCHERERVILLE,
IN 46375-2320 CURRENTLY OWNED BY KEVIN W SMITH AND PAMELA P SMITH
HAVING A TAX IDENTIFICATION NUMBER OF 20-13-0219-0013 AND FURTHER
DESCRIBED AS SPRING HILL 2ND ADDITION PHASE 3 LOT 59.

20-13-0219-0013
447 STRATFORD LN; SCHERERVILLE, IN 46375-2320

60-356-165904011 / 02407003138570114 SMITH IN
38570114/f

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