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2008 075011

STATE OF HIDIANA LAKE COUNTY FILED FOR RECORD

2000 MV3 AH 8: 46

MIGHAEL A. BROWN RECORDER

## Mortgage

(Borrower/Mortgagor)
Open End Line of Credit 143250 13

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

	'	- <del>-</del> -			
This Indenture Witnesseth, That MATTHEW L. JO	NES AND KATHLEEN A. JONES, HU	SBAND AND WIFE			
(singly or jointly "Mortgagor") of			Co	ounty, State of	
Indiana, MORTGAGES, and WARRANTS to National City Bank, ("Mortgagee") the following described real estate located					
in lake	County, Indiana:				
Common address 7139 HOHMAN AVE	HAMMOND		IN	46324-1815	
(Street Address or R.R.)	(City)	(Twp.)		(State)	

The Legal Description as follows:

See Attached Exhibit A

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together with all rights, privileges, interests, easements, improvements and fixtures now or hereafter located upon orappertaining 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 3/19/2008 , that establishes an open end line of credit for the Borrowers in the amount of \$47,400.00 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 ncc

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 (08/06)

(Rev. 08/02/06) PG.1 - LN0250IN

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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 \$ 47400.00				
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 19 day of MARCH 2008				
Kathley a for a Matter I for				
Signature Signature				
KATHLEEN A JONES MATTHEW L JONES				
Printed				
Signature Signature				
E SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEA				
Printed				
STATE OF				
COUNTY OF SS.				
Valle				
Beforeme, a Notary Public in and for said County and State, appeared Cattle 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 19 day of Move A2008.				
County of Residence: Signature Signature				
My Commission Expires: 1-26 09 Printed Name Author Ruthing				
This Instrument prepared by Anthony Ruffino On 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				

"OFFICIAL SEAL"
ANTHONY M. RUFFINO
Notary Public State of Illinois
My Commission Expires 1/26/09

## EXHIBIT A

SITUATED IN THE CITY OF HAMMOND, COUNTY OF LAKE AND STATE OF INDIANA:

THE SOUTH 50 FEET OF THE WEST 208 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND, LAKE INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT AND RUNNING THENCE SOUTH ALONG THE EAST LINE THEREOF 1625.20 FEET; THENCE WEST 872.8 FEET TO A POINT ON THE EAST LINE OF HOHMAN AVENUE WHICH IS 1628.05 FEET SOUTH OF THE NORTH LINE OF SAID TRACT AND BEING ALSO THE PLACE OF BEGINNING; THENCE SOUTH ALONG THE EAST LINE OF SAID HOHMAN AVENUE 209.69 FEET; THENCE EAST 408 FEET TO THE WEST LINE OF MEADOW LANE AVENUE; THENCE NORTH ALONG THE WEST LINE OF MEADOW LANE AVENUE 209.69 FEET; THENCE WEST 408 FEET TO THE PLACE OF BEGINNING.

This Document is the property of

Permanent Parcel Number: 26-37-0093-0017
MATTHEW L. JONES AND KATHLEEN A. JONES, HUSBAND AND WIFE

7139 HOHMAN AVENUE, HAMMOND IN 46324-1815

Loan Reference Number : 56-297-156225373/023842093 First American Order No: 14325073

Identifier: FIRST AMERICAN LENDERS ADVANTAGE

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AMMINIMAN JONES 14325073

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MORTGAGE

