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2009 021206

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 APR -2 AM 8:40

MICHAEL A. BROWN  
RECORDER

**MORTGAGE**  
(Borrower/Mortgagor)

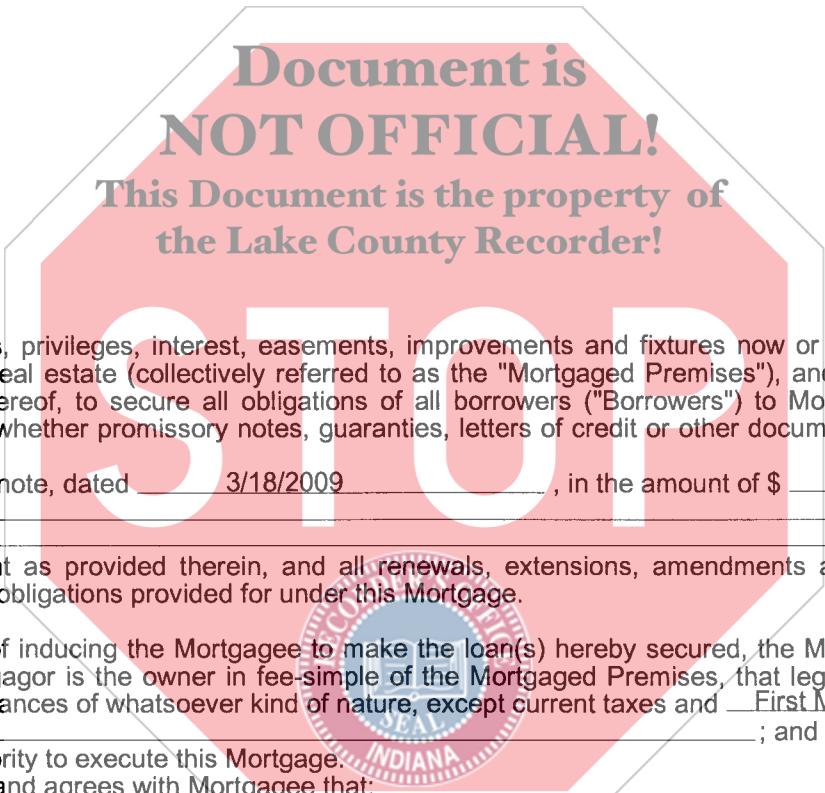
RETURN TO:  
National City  
P O Box 5570, Loc. #7120  
Cleveland OH 44101

This Indenture Witnesseth, That WILLIAM S. ROGERS AND JUDY ROGERS, HUSBAND AND WIFE  
(singly or jointly "Mortgagor") of lake County, State of Indiana,  
**MORTGAGES and WARRANTS** to National City Bank, ("Mortgagee") the following described real estate located in  
LAKE County, Indiana:

Common address: 1173 W 84TH DR MERRILLVILLE IN  
(Street Address or R.R.) (City) (Twp.) (State)

**The Legal Description as follows:**

See Attached Exhibit A



together with all rights, privileges, interest, 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 all obligations of all borrowers ("Borrowers") to Mortgagee evidenced by the following documents (whether promissory notes, guaranties, letters of credit or other documents collectively the "Loan Documents"):

a promissory note, dated 3/18/2009, in the amount of \$ \$30,000.00  
and \_\_\_\_\_

with terms of payment as provided therein, and all renewals, extensions, amendments and replacements thereof, together with all other obligations provided for under this Mortgage.

For the purpose of inducing the Mortgagee to make the loan(s) hereby secured, the Mortgagor represents to the Mortgagee, that Mortgagor is the owner in fee-simple of the Mortgaged Premises, that legal title thereto is free and clear from all encumbrances of whatsoever kind of nature, except current taxes and First Mortgage at National City Mtg; and that the Mortgagor has the capacity and the authority to execute this Mortgage.

Mortgagor covenants and agrees with Mortgagee that:

FIRST: 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.

SECOND: 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 lien to attach to the Mortgaged Premises or any part thereof or further encumber the Mortgaged Premises without Mortgagee's prior written consent.

THIRD: Mortgagor shall keep the Mortgaged Premises in good repair at all times and shall not commit or allow the commission of waste thereon. Mortgagors 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 total amount of indebtedness secured hereby or the replacement value of the Mortgaged Premises, if greater, such insurance to be in amounts and with companies acceptable to Mortgagee and with a standard Mortgagee endorsement in favor of Mortgagee.

FOURTH: Mortgagee may, at its option and from to time, 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 paid shall be and become a part of the mortgage debt secured hereby and payable forthwith at the same rate of interest that is disclosed in the Loan Documents and the Mortgagee shall be subrogated to any lien so paid by it.

FIFTH: Upon any default by Mortgagor under this Mortgage or any default by Borrowers or Mortgagor under the terms of the Loan Documents secured by this Mortgage, or if Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for Mortgagor or for any part the Mortgaged Premises

*100*  
*#0243322*  
*1800*  
*RS*

*E*

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.

SIXTH: If Mortgagor shall encumber, 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: That it is contemplated that the Mortgagee may make future advances or additional loans to the Mortgagor or Borrowers, in which event this Mortgage shall secure the payment of any and all such future advances and of any additional loans, provided that at no time shall the maximum amount secured by this Mortgage exceed the sum of \$250,000.00 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 note, or replacement Loan Documents, 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 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.

EIGHTH: 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.

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

TENTH: 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 18 day of MARCH 2009.

[Signature]  
Signature

WILLIAM S ROGERS  
Printed

[Signature]  
Signature

JUDY ROGERS - Individual  
Printed

Signature

Signature

Printed

Printed

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

SS.

COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for said County and State, appeared WILLIAM S ROGERS  
JUDY ROGERS - Individual

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

Witness my hand and Notarial Seal this 18 day of March 2009

County of Residence: Lake Signature [Signature]

My Commission Expires: 12.13.2014 Printed Name VICTORIA E. AARVES

This Instrument prepared by Richard M Guillemette 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 Deeey Hampton

**Exhibit A**

SITUATED IN THE COUNTY OF LAKE AND STATE OF INDIANA: THE WEST HALF OF LOT 37, IN MESA RIDGE, A SUBDIVISION IN THE TOWN OF MERRILLVILLE, INDIANA, AS PER RECORD PLAT THEREOF APPEARING IN PLAT BOOK 96, PAGE 55, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. PERMANENT PARCEL NUMBER: 45-12-21-383-014.000-030  
FIRST AMERICAN ORDER NO: 40018172

Permanent Parcel Number: 45-12-21-383-014.000-030  
WILLIAM S. ROGERS AND JUDY ROGERS, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES

1173 WEST 84TH DRIVE, MERRILLVILLE IN 46410  
1173 W 84TH DR, MERRILLVILLE IN 46410  
Loan Reference Number: 024297689  
First American Order No : 40018173

ROGERS  
40018172

FIRST AMERICAN ELS  
MORTGAGE

IN

WHEN RECORDED, RETURN TO:  
EQUITY LOAN SERVICES, INC.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING - TEAM 1  
Accommodation Recording Per Client Request

