

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2010 058146

2010 OCT -7 AM 9: 24

MICHELLE A FAJMAN RECORDER

OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrumen:") is given on September 24, 2010

WILLIAM R ASKREN AND LINDA ASKR IN, HUSBAND AND WIFE



Whose address is:

2309 TEAKWOOD CIRCLE APT/SUITE D, HIGHLAND, IN, 46322-0000.

("Borrower"). This Security Instrument is given to FIFTH THIRD BANK (WESTERN MICHIGAN) which is organized and existing under the aws of OHIO and whose address is

Borrower owes Lender the principal sum of Eleven Thousand Eight Hundred AND 00/100

("Lender").

Dollars (U.S. 11,800.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 10/08/40.

TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals thereof, with interest thereon, the payment of all other funds, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the perform nee of the covenants and agreements of Borrower herein contained, or contained in the Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 22 hereof (herein described property located in the County of LAKE, State of INDIANA, to wit (herein,

which has the address of ("Property Address");

SEE AT TACHED EXHIBIT "A"

 $5840~\mbox{WILDR}$)SE LANE , SCHERERVILLE, IN $46375\mbox{-}0000$

TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to, the Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of Mortgage is on a leasehold) are herein referred to as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the tight to mortgage, grant, and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend the title of the Property against all claims and demands.

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Form 3036 9/90 (page 1 of 5)

ILI1 (05/06)

FIDELITY - HIGHLAND 921062762

AMOUNT \$_	22
CASH	CHARGE FN
CHECK #	
OVERAGE_	
COPY	
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CLERK	BB
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COVENANTS. Borrower and Lender covenant and agree as follows:

COVENANTS. Borrower and Lunder covenant and agree as follows:

1. Payment of Principal and interest. Borrower shall promptly pay when due the principal and the interest on the Indebenheur violence by the Loan Documents, any extensions or renewals thereof, prenayment and late of the principal and the interest on the Loan Documents, and the late of the principal and the interest on the Loan Documents, and the late of the late of the Loan Documents, and the late of the lat

development.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced with materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, core enforcements, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such attorney's fees and entry upon the Property of make repairs.

Any amounts disbursed by Lender joursuant to this Item 7, with interest thereon, shall become additional indebtedness with Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 7 shall require Lender to incur any expense or take any action hereunder Form 3036 (page 2 of 5) ILI2 (6/10)

8. Environmental Laws. (a) Except as set forth in Exhibit 8 (a) hereto, Borrower has obtained all permits, Licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state, or local statute, or ordinance, code or regulation affecting the environment ('Environmental Laws') and, to the best of Borrower's knowledge. Borrower is in compliance in all material respects with all other limitations of the required permits, liceses and authorizations, requirements, obligations, schedules and it install espects with all other limitations, restrictions, conditions, standards, prohibitions.

(b) Except as set forth in Exhibit 8 (b) hereto, Borrower is not aware of, and has not received notice of, any past, present common law or legal liability, or otherwise form the basts of any material claim, action, demand, suit, proceeding, hearing, study handling, or the omission, discharge, release or threatened release into the environment, storage, disposal, transport, or or industrial, toxic or hazardous substant eor waste; and

(c) Except as set forth in Exhibit 8 (c) hereto, there is no civil, criminal or administrative action, suit, demand, claim, in any way to Environmental Laws; and (d) Lender will not be deemed the assume any liability or obligation or duty to clean-up or dispose of wastes on or relating (d) Lender will not be deemed the assume any liability or obligation or duty to clean-up or dispose of wastes on or relating costs, loss and expenses (including, without limitation autorney's feet) relating to any Environmental Laws; and (d) Lender will not be deemed to a supplication of the property, Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all of any of the foregoing representation or warranties. The provisions of this Item 8 will survive the release or satisfaction of this Property, Borrower and the property and the property, Borrower and the property and the property and property and the property and pr

indebiedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Iten 17 hereof.

Unless Lender and Borrower othe wise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of any installment gramms referred to in Item 1 hereof or change the amount of such installments of this Mortgage granted by Lender to any a occasion in interest of Borrower and proceedings against any successor or refus; time for payment or otherwise modify amortization of the sums secured by manner, the liability of the original Borrower and Borrower or Borrower's successors in interest.

12. Forbearance By Lender Not A Wais and Borrower or Borrower's successors in interest. Lender shall not operate to release, in any mortgage granted by teason of any demand made by the original Borrower or Borrower's successors in interest.

12. Forbearance By Lender Not A Wais and Pay forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of Lender's right to accelerate the maturity of the Indebtodness Foture or charges by Lender shall not be a waiver of Lender's right to any other right or remedy under this Mortgage, the note evid enough the Indebtodness or any of the Loan Documents, or as afforded by law or equity and may be exercised concurrently, independently the successors and assigns and desired the provisions of Items 17 and 18 bereof. All countered to the provisions of Items 17 and 18 bereof. All countered to the provisions of Items 17 and 18 bereof. All countered to the provisions of Items 17 and 18 bereof. All countered to the provisions of Items 17 and 18 bereof. All countered to the provision sheet. The provi ILI3 (6/10)

If Borrower herein is other thar an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Borrower crentity which changes the identity of any person or persons having, directly or shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, without Lender's prior written consent.

18. Acceleration; Remedies. Jpon the occurrence of an Event of Default (as defined in the Loan Documents) or a with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance Mortgage or the Loan Documents, or in he performance of any covenant or agreement of Borrower in this Mortgage or with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this payment or performance of any documents or instrument securing any Indebtedness or Obligation, or upon the filling of any lien or thereafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filling of any the benefit of its creditors, the placing of Borrower's property in receiveship, trusteeship or conservatorship with or without the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without Principal and interest under the Loan Documents or the highest rate permitted to be charged on delinquent installments of subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not 19. Borrower's Right to Redeem. Borrower shall have such rights of redemption as are provided by the law of the State Poperty is located.

20. Dower. Borrower convenan s that all dower interest, if any, in and to the Property is hereby remised, released and forever quitic

where the Property is located.

20. Dower. Borrower convenans that all dower interest, if any, in and to the Property is hereby remised, released and forever quitclaimed unto Lender by Borrower.

21. Assignments of Rents. Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maint mance and repair, and reasonable collection, management and attorney's fees, and then reduction of any sums hereby secured in such other proportions as Lender may determine.

22. Future Advances. Upon request by Borrower, Lender, at Lender's option, may make Future Advances to promissory notes stating that such notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, exceed the original amount of the Indebtedness plus \$0.

23. Rental of Property Restrict at Borrower shall not make, or suffer to be made, any lease of the Property or any part amount of the Indebtedness plus \$0.

this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Indebtedness plus \$0.

23. Rental of Property Restrict al. Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent. Here is a lease on the Property, Borrower is to perform all of Borrower's obligations under such leases. Borrower is not to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, (fall of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set forth in Item 18 or any other provision hereof.

24. Release. Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, Lender shall discharge this Mortgage with any costs paid by Borrower.

25. Mortgage as Security For (thier Liabilities. This Mortgage shall serve as security for every other liability or whether now or hereafter existing and whither the same may have been or shall be participated in, in whole or in part by others, by trust agreement or otherwise, or on an manner acquired by or accruing to the holder hereof, whether by agreement with, or It is the express intent of the part es hereto that this Mortgage and the note or notes given contemporaneously herewith, and any extensions or renewals thereof, stall also evidence and secure any additional loan advances made after the delivery of

provisions.

26. Ohio Covenant. If the Prope ty is located in Ohio, Borrower and Lender covenant that Lender is authorized to do all things provided to be done by a mortgage under section 1311.14 of the Ohio Revised Code.

27. Uniform Commercial Code Security Agreement. Borrower hereby grants Lender a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and Borrower will pay the expense of filing, such documents requested by Lender to perfect its security in such property, recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed against the items of real property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement.

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IL14 (6/10

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ILI4 (6/10)

28. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as defined any the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 19 Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act then in effect: and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums the been paid. Such policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured then shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expired satisfactory to Lender that the premium therefor has been paid.	of 1973 as now red so that of 1973 as prefor have reunder, prove, any of the others.
29. Jury Waiver ROPROWED WARVES THE DICHT TO TOUR AND THE DICHT TO	

THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses: (Seal) (Seal) (Seal) (Seal) (Scal) (Seal) STATE OF Indiana_ Lake COUNTY On this 24th DAY OF September, 2016, before me, a Notary Public in and for said County and State, personally appeared WILLIAM R ASKREN AND LINDA ASKREN, HUSBAND AND WIFE the individual(s) who executed the foregoing instrument and acknowledged that THEY did examine and read the same and did sign the foregoing instrument, and that the same is THEIR free act and deed. IN WITNESS WHEREOF, I have here unto set my hand and official seal. My Commission Expires: Notary Public DAWN STANLEY Lake County My Commission Expires Dawn Stanley Typed, Printed or Stamped Name "I affirm, under the penalties for perjury, that I have taken This instrument was prepared by: FIFTH THIRD BANK (WESTERN MICHICAN) 1850 EAST PARIS GRAND RAPIDS. MI 49546 Security number in 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.

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