STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2011 018724

2011 MAR 31 AM 9: 49

MORTGAGE

(Borrower/Mortgagor)

MICH HAM MAN REPORT OF THE NATIONAL CITY
PO Box 5570, Loc. #7120
Cleveland OH 44101

| | | ' | Cieveland On 44 IU I |
|--|---|---|--|
| This Indenture Witnesseth, That ARTHUR L SIMS | AND BERTHA G S | IMS, HUSBAND | AND WIFE |
| (singly or jointly "Mortgagor") of LAKE | | | _ County, State of Indiana |
| MORTGAGES and WARRANTS to National City Ban LAKE County, Indiana: | k, ("Mortgagee") the | following describ | ed real estate located in |
| Common address: 718 ARTHUR STREET | GARY | (NORTH) | IN 46408 |
| (Street Address or R.R.) | (City) | (Twp.) | (State) |
| The Legal Description as follows: PNC BANK, NA | | | |
| See At | tached Exhibit A | | |
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| Docu | iment is | | |
| NOTO | FFICIA | L! | |
| This Documen | | ety of | |
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| the Lake Co | ounty Record | er! | |
| together with all rights, privileges, interest, easements | s improvements and | d fixtures now or | hereafter located upon o |
| appertaining to such real estate (collectively referred | to as the "Mortgage | d Premises"), an | id all leases, rents, issue: |
| income and profits thereof, to secure all obligations following documents (whether promissory notes, guara | of all borrowers ("B anties, letters of cred | forr <mark>owers") to Mo</mark> dit or other docum | ortgagee evidenced by the nents collectively the "Loa |
| Documents"): | | | |
| a promissory note, dated 09-08-2003 and | , in th | e amount of \$_60 | J,100.00 |
| with terms of payment as provided therein, and all | renewals extension | a amandments | and replacements there |
| together with all other obligations provided for under the | is Mortgage. | is, amenuments | and replacements theret |
| For the purpose of inducing the Mortgagee to ma | ke the loan(s) here! | ov secured the N | / //ortgagor_represents to th |
| Mortgagee, that Mortgagor is the owner in fee-simple | of the Mortgaged F | Premises, that leg | gal title thereto is free ar |
| clear from all encumbrances of whatsoever kind of nati | ure, except current to | axes and; and | that the Mortgagor has th |
| capacity and the authority to execute this Mortgage. | MOLAND SUIT | | 3.0 |
| Mortgagor covenants and agrees with Mortgagee that: FIRST: Borrowers will pay all indebtedness secured in | by this Mortgage who | en due, together | with costs of collection ar |
| reasonable attorneys' fees, all without relief from valua SECOND: Mortgagor shall pay all taxes or assessment | tion and appraiseme | ent laws. | Mortgaged Premises or a |
| part thereof when due and before penalties accrue. Als | so, Mortgagor shall n | ot permit any lier | n to attach to the Mortgage |
| Premises or any part thereof or further encumber the NTHIRD: Mortgagor shall keep the Mortgaged Premise | Nortgaged Premises | without Mortgage | e's prior written consent. |
| commission of waste thereon. Mortgagors shall proce | ure and maintain in | effect at all times | s hazard (fire and extende |
| coverage) insurance in an amount which is at least e | gual to the total am | ount of indebtedr | ness secured hereby or th |
| replacement value of the Mortgaged Premises, if gracceptable to Mortgagee and with a standard Mortgage | reater, such insurai ee endorsement in fa | nce to be in am avor of Mortgage | ounts and with companie e. |
| FOURTH: Mortgagee may, at its option and from t | o time, pay all sum | is of money which | ch in its judgment may t |
| necessary to perfect or preserve the security intended not limited to, insurance premiums, taxes, assessmen | to be given by this | Mortgage. Such | sums may include, but a |
| Premises or any part thereof and all costs, expenses a | and attorneys' fees i | ncurred. All sum: | s of money so paid shall t |
| and become a part of the mortgage debt secured he disclosed in the Loan Documents and the Mortgagees | ereby and payable f | orthwith at the s | ame rate of interest that |
| FIFTH: Upon any default by Mortgagor under this Mor | rtgage or any default | t by Borrowers or | Mortgagor under the tern |
| of the Loan Documents secured by this Mortgage, or adjudged bankrupt, or if a trustee or receiver shall be | if Mortgagor shall al | bandon the Morto | gaged Premises, or shall t |
| | | ,, F | (Rev. 08/02/06) PG. 1 - LN02201 |
| 71-0913-60 (08/08) | Λ N A | IOUNT A | , , |
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| | OVI | ERAGE | <u> </u> |

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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 and applicable federal law. IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on thi BERTHA G SIMS ARTHUR L SIMS Printed Signature Signature

Notary Public Seal OF INDIANTIME Printed Printed STATE OF SS. COUNTY OF Before me, a Notary Public in and for said County and State, appeared ARTHUR L SIMS AND BERTHA G SIMS each of whom, having been duly sworn, acknowledged the execution of the foregoing Mortgage Witness my hand and Notarial Seal this County of Residence: Signalure My Commission Expires: **Printed Name** BANI JANICE SMITH of National City Bank. This Instrument prepared by

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.

(Rev. 08/02/06) PG. 2 - LN0220IN

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE CITY OF GARY, COUNTY OF LAKE, STATE OF INDIANA, AND KNOWN AS:

BEING LOT NUMBER 21 BLOCK 8 IN GARY LAND COMPANY'S FOURTH SUBDIVISION AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN BOOK 14 PAGE 15 OF LAKE COUNTY RECORDS.

Permanent Parcel Number: 25-44-0162-0025
ARTHUR L. SIMS AND BERTHA G. SIMS, HUSBAND AND WIFE

718 ARTHUR STREET, GARY IN 46408 Loan Reference Number : 20184927 First American Order No: 4720076

