

Northern Indiana Public
Service Emp. Fed. Credit Union
5625 Northman Ave.
Mund 46325

990378

SECOND REAL ESTATE MORTGAGE

James D. Fiegle
and Mary Ann Fiegle, Husband and Wife

THIS INDENTURE WITNESSETH, that

(Mortgagor) of Lake County, State of Indiana,

MORTGAGES and WARRANTS to the NORTHERN INDIANA PUBLIC SERVICE

EMPLOYEES' FEDERAL CREDIT UNION (Mortgagee), the following

described real estate in Lake County, Indiana:

Lot 7, Hazelton Addition, Unit 1 to the Town of Munster, as per plat thereof,
recorded in Plat Book 43 page 49, in the Office of the Recorder of Lake County,
Indiana.

and commonly referred to as 526 Cedar Court Munster,

Indiana, subject to a first mortgage indebtedness in favor of

Griffith Federal Savings and Loan, Griffith, Indiana,

in the principal sum of Sixty Thousand and no/100 Dollars.

(\$ 60,000.00) and Mortgagor mortgages all rights, privileges,
interests, easements, and improvements now affixing or hereafter
accruing to the subject real estate, including, subject to the
claims of the first Mortgagee, all rents, issues, income and
profits thereof.

This mortgage is given to secure the performance of the
provisions hereof and the payment of (a) certain Open End Home
Equity Lending Agreement ("Agreement") dated July 20,
19 88, in the principal sum of \$ 25,000.00, with interest
as therein provided, and with a final maturity date
of August 15, 2003, and (b) the repayment of any
future advances, with interest thereon, made to Mortgagor by
Mortgagee pursuant to Paragraph 8 hereof (Future Advances).
THIS IS AN OBLIGATORY AGREEMENT SUBJECT ONLY TO CERTAIN PROVISIONS
CONTAINED IN THE LOAN DOCUMENT ITSELF.

Mortgagor (jointly and severally) and Mortgagee covenant
and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Mortgagor shall
pay when due all sums and charges, principal and interest on
any indebtedness which mortgagor incurs under this agreement,
late charges as provided in the Agreement, and the principal of
and interest on any Future Advances secured by this Mortgage.

2. TAXES; CHARGES; LIENS. Mortgagor shall pay all taxes,
assessments, charges, fines and impositions attributable to the
property which may attain priority over this Security
Instrument.

Mortgagor warrants to and covenants with Mortgagee, that
he/she is the fee simple owner of the said real estate, above
described, subject only to the first mortgage recited herein,
and current taxes and assessments; further, Mortgagor shall
promptly discharge any lien which has priority over this
Mortgage unless Mortgagor: (a) agrees in writing to the
payment of the obligations secured by the lien in a manner
acceptable to Mortgagee; (b) contests in good faith the lien
by, or defends against enforcement of the lien in, legal pro-
ceedings which in the Mortgagee's opinion operate to prevent

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TICOR TITLE INSURANCE
Crown Point, Indiana

LILLIAN A. BLASTICK
RECORDER, LAKE COUNTY
CROWN POINT, INDIANA 46307
THIS
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the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Property is subject to a lien which may attain a priority over this Mortgage, Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice by giving notice to Mortgagor of the existence thereof.

3. REPAIR OF MORTGAGED PREMISES; INSURANCE. The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain adequate insurance in effect at all times against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time; all such insurance policies shall be placed with reliable companies acceptable to Mortgagee and shall contain proper clauses making all proceeds of such policies payable to all Mortgagees and the Mortgagor as their respective interests may appear. Copies of such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

If Mortgagor shall fail to maintain said premises or insurance, Mortgagee, at its sole option may purchase such insurance coverage, or make said repairs, and all costs associated therewith shall be immediately due and payable by Mortgagor; if not so paid they shall be added to the balance owing on all obligations to Mortgagee by Mortgagor, secured by this mortgage. Failure to maintain repairs or insurance shall also constitute default under Paragraph 5, hereof, whether or not Mortgagee has undertaken to purchase insurance or make such repairs. All such costs, so added, shall bear interest at the same rate as the remaining balance outstanding on all advances under said lending agreement. Such sums may include, but are not limited to, insurance premiums, taxes, assessments, and liens which may be or become prior and senior to this Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or the Mortgaged Premises.

3.1 APPLICATION OF PROCEEDS. Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened by such repair, the insurance proceeds shall be applied to the sums secured by this mortgage and the first mortgage, in order of priority, whether or not then due, with any excess paid to Mortgagor.

4. DEFAULT BY MORTGAGOR; REMEDIES OF MORTGAGEE. Upon default by the Mortgagor in any payment provided for herein or in the Agreement, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if Mortgagor shall fail to maintain insurance or repairs on said premises, or if a trustee or receiver shall be appointed for the Mortgagor or any part of the Mortgaged Premises, the entire indebtedness secured hereby shall become immediately due and payable at the sole option of the Mortgagee, without notice to any signatory hereto, together with attorney's fees and all costs of collection permitted by law, and this Mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises or obtain appropriate title

evidence, or insurance upon such title, and may add the cost thereof to the principal balance due. Material default in the first mortgage by Mortgagor shall also constitute default herein.

4.1 RECEIVERSHIP. Upon default hereunder or abandonment of the Mortgaged Premises, Mortgagee shall, subject to the claims of the first Mortgagee, if any, be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Mortgaged Premises and to collect the rents of the Mortgaged Premises including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Mortgaged Premises and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

5. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Mortgaged Premises, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to all Mortgagees in order of priority, except to the extent such proceeds exceed the sums of the then existing balance on all indebtedness secured by all such mortgages, plus all charges, fees, assessments and costs then attributable to said balance, whether or not in default, said excess proceeds to be the property of the Mortgagor.

6. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST OF BORROWER. If all or any part of the Mortgaged Premises or any interest in it is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage.

7. INSPECTION. Lender or its agent may make reasonable entries upon and inspection of the Mortgaged Premises. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection.

8. FUTURE ADVANCES. Upon request of Mortgagor, Mortgagee shall, prior to the release of this Mortgage, make Future Advance to Mortgagor, pursuant to the terms of the said Home Equity Lending Agreement. Provided, however, no such advance shall be made if there exists default under the terms of said agreement.

9. NON-WAIVER; REMEDIES CUMULATIVE. No delay by the Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of its rights hereunder shall be deemed a waiver of such rights, or shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

10. EXTENSIONS; REDUCTIONS; RENEWALS; CONTINUED LIABILITY OF MORTGAGOR. The Mortgagee, at its option, may extend the time for the payment of the indebtedness or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises, and any such extension, reduction or renewal shall not affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to Mortgagee.

