

HOME EQUITY LINE OF CREDIT MORTGAGE: PENNSYLVANIA FIXED RATE

THIS MORTGAGE SECURES BOTH PRESENT AND FUTURE ADVANCES WHICH LENDER MAY MAKE TO BORROWER.

095683

Date: April 3, 1990

The Borrower is:

Alan M. Halajosik
Gloria Halajosik

"Borrower" means each person who signs this Mortgage.

The Lender is Signal Consumer Discount Company ("Signal"), whose address is: 5047 Jonestown Rd. PO BOX 6270
Harrisburg, PA 17112

"Lender" means either Signal or anyone else to whom this Mortgage is transferred.

1. **PROPERTY MORTGAGED.** Borrower mortgages to Lender the property located in the _____ of _____, County of Lake, and State of Indiana (referred to as the "Property"). The Property is described in a deed dated October 17, 1986, and recorded in the county named above in Deed Book 881744 Page _____. The legal description of the Property is as follows:

THE WEST 25 FEET AS MEASURED ALONG JOLIET ROAD, OF LOT 3 AND THE EAST 50 FEET AS MEASURED ALONG JOLIET ROAD OF LOT 2, MEADOWLANE, AS SHOWN IN PLAT BOOK 24, PAGE 42, IN LAKE COUNTY, INDIANA, COMMONLY DESCRIBED AS 9931 JOLIET STREET, ST. JOHN, INDIANA.

The Property includes: (a) the land, (b) all buildings or other structures that are now or later located on the land, (c) all fixtures that are now or later attached to the land or any building, (d) all proceeds from the condemnation of all or part of the Property, (e) any insurance proceeds for damage to or destruction of the Property, and (f) all other legal rights that Borrower has, or will have, as owner of the Property.

2. **MORTGAGE LOAN AND FUTURE ADVANCES.** This Mortgage secures all Borrower's obligations under a Loan Agreement, dated April 3, 1990 (referred to as the "Agreement"). The Agreement's terms are incorporated into this Mortgage. Under the Agreement, Lender has agreed to make advances to Borrower from time to time up to a credit limit of Ten thousand (\$ 10,000.00) for a period of 10 years from the date of this Mortgage (the "Advance Period"). This Mortgage secures all present and future advances made during the Advance Period by Lender to Borrower. The lien of future advances up to the Borrower's credit limit shall relate back to the date of this Mortgage. Borrower and Lender agree that full repayment of sums outstanding at any time under the Agreement shall not extinguish the Agreement or the security of this Mortgage for future advances so long as Borrower is still entitled at the time of borrowing to such future advances.

3. **RATE.** The Agreement provides that Borrower will pay a rate of interest that is fixed at the time the Agreement is signed.

4. **LENDER'S RIGHTS.** By giving this Mortgage, Borrower gives to Lender all the rights set forth in this Mortgage and the Agreement, along with any other rights which the Lender has under law. If Borrower fails to carry out its obligations under this Mortgage or the Agreement, or if any action is begun that materially affects Lender's interest in the Property, then Lender may at its option, with notice to Borrower, make appearances, disburse money, including reasonable attorney's fees, and take whatever action is necessary to protect Lender's interest. Any amounts spent by Lender, together with interest at the rate then charged under the Agreement, shall be added to Borrower's indebtedness secured by this Mortgage. However, Lender is not required to incur any expense or take any action under this Paragraph.

5. **BORROWER'S PROMISES.** Until Borrower's obligation to Lender under the Agreement (as well as any later obligation of Borrower secured by this Mortgage) is paid in full, Borrower promises the following:

a. **Mortgage and Agreement.** Borrower will comply with all the terms of this Mortgage and the Agreement.

b. **Payments.** Borrower will make all payments required by the Agreement and this Mortgage (as well as any later obligation of Borrower secured by this Mortgage).

c. **Taxes and Other Charges.** Borrower will pay all taxes, water and sewer charges, assessments and other charges made against the property at least thirty (30) days before interest begins to accrue on any such charge. Borrower will provide Lender with satisfactory proof of payment within fifteen (15) days after such payment is made.

d. **Insurance.** Borrower will maintain insurance on the Property. The type and amount of insurance, as well as the company, policy and notice and cancellation clauses, must be acceptable to Lender. Borrower will provide Lender with certificates of such insurance, along with proof that premiums have been paid from time to time. Borrower will immediately notify Lender of any loss or damage to the Property, and Lender may file and settle any loss or damage claim on Borrower's behalf if Borrower does not do so promptly. All insurance payments must be payable to the Lender under a "standard mortgage clause" in the policies. Lender may either: (1) repair and restore the damage to the Property or (2) apply the proceeds to any amounts due under the Agreement and this Mortgage and pay any excess to Borrower or to other lienholders as their interests may appear. Borrower must continue to make the payments due under the Agreement and this Mortgage following loss or damage to the Property.

e. **Repairs and Maintenance.** Borrowers will do all necessary repairs and maintenance to keep the Property in good repair, and Borrower will not damage the Property. Unless the prior written consent of Lender is obtained, Borrower will not abandon, alter, demolish, or add to the Property. Lender may inspect the Property at all reasonable times.

f. **Lawful Use.** Borrower will not use the Property in a way that violates any law, ordinance, or other requirement of any governmental authority.

g. **Eminent Domain.** All or part of the Property may be taken for public use under the power of "eminent domain". Borrower will promptly notify Lender if Borrower receives notice of any such taking. If the taking occurs, any compensation will be paid to Lender, subject to the rights of any prior lienholders. This compensation will be applied to reduce the amount owed by Borrower under the Agreement and this Mortgage, and any excess will be paid to Borrower or to other lienholders as their interests may appear. Borrower must continue to make all payments due under the Agreement and this Mortgage until the compensation is received by Lender.

h. **Existing Mortgages or Liens.** Borrower will make all payments and perform all other obligations contained in any other mortgage or lien on the Property. Upon request, Borrower will provide satisfactory proof of Borrower's payment and performance.

i. **Additional Documents.** Upon request, Borrower will sign any documents or statements required by Lender to protect Lender's interest under this Mortgage. Borrower will pay the cost for recording or filing such documents.

j. **Notice of Default.** If Borrower receives a notice from the holder of any other mortgage or lien on the Property: (1) declaring that Borrower is in default or (2) threatening to declare a default, Borrower will promptly notify Lender that such notice has been received.

k. **Alteration of Prior Mortgage or Lien.** Borrower will not change any term of any prior mortgage or other lien on the Property.

5/20
ck

l. Transfer and Additional Mortgages or Liens. Borrower will not sell, transfer, assign or donate the Property or any interest in the Property (or agree or negotiate to do the same) and will not create or permit creation of any additional mortgages, liens, or other interest in the Property without the prior written consent of Lender.

m. Ownership. Borrower warrants title to the Property. Borrower will defend the title to the Property against all claims. The Property is unencumbered, except for encumbrances of record which have been disclosed to Lender by Borrower.

6. DEFAULT. Borrower will be in default of the Agreement and this Mortgage if:

- a. Borrower committed fraud or made any material misrepresentation to Lender in Borrower's loan application or otherwise;
- b. Borrower fails to make any required payment under the Agreement or this Mortgage; or
- c. Borrower acts or fails to act in a way that adversely affects the Property or Lender's rights under this Mortgage.

7. PAYMENTS DUE UPON DEFAULT. Upon default, Borrower must immediately pay all unpaid principal, interest, other amounts due under the Agreement and this Mortgage, and Lender's costs of collection and reasonable attorney's fees.

8. LENDER'S RIGHTS UPON DEFAULT. Upon default, Lender may do one or more of the following:

- a. Start a court action, known as "foreclosure", which will result in the sale of the Property to pay Borrower's obligations under the Agreement and this Mortgage;
- b. Take possession of and manage the Property;
- c. Have a court appoint a third party, known as a "receiver", to collect rent from any tenant in the Property;
- d. Sue Borrower for any amount not paid to Lender from the sale of the Property;
- e. Pay any of the Borrower's obligations then due, including payments on prior mortgages or liens, taxes, insurance premiums, assessments, and similar charges. Borrower will repay Lender for any such payments, together with interest at the rate set forth in the Agreement.

9. LENDER'S ADDITIONAL RIGHTS. During any period in which one or more of the following circumstances exists, Lender may, in its discretion, (i) suspend Borrower's rights to receive additional advances under the Agreement; or (ii) reduce the maximum line of credit available to Borrower under the Agreement:

- a. Borrower fails to keep any promise made in the Agreement or this Mortgage;
- b. There is a material adverse change in Borrower's financial circumstances or in the value of the Property;
- c. Government restrictions or actions reduce the value of the Property to less than 120% of Borrower's loan balance or prevent Lender from charging the interest rate provided for in the Agreement;
- d. Lender is directed to do so by any regulatory agency having jurisdiction over Lender; or
- e. The maximum interest rate provided for in the Agreement is reached.

10. NON-WAIVER AND CUMULATIVE REMEDIES. Lender may exercise one or more of its remedies under the Agreement, this Mortgage, or as otherwise permitted by law, separately or at the same time. Lender's failure to enforce any right or pursue any remedy available under the Agreement or this Mortgage shall not be considered a waiver of any of Lender's rights or remedies at a later time.

11. DISCHARGE OF MORTGAGE. Upon cancellation of the Agreement and the payment by Borrower of all amounts due under it, Lender will terminate and cancel this Mortgage at Borrower's expense.

12. PARTIES BOUND. The Agreement and this Mortgage are legally binding upon Borrower and any person who succeeds to Borrower's legal responsibilities. This Mortgage shall inure to the benefit of Lender, its successors and assigns.

IN WITNESS WHEREOF, Borrower, intending to be legally bound, has caused this Mortgage to be duly executed and delivered the day and year first above written.

Borrower acknowledges receipt of a completed copy of this Mortgage.

WITNESS

WITNESS

WITNESS

WITNESS

Alan M. Halajcsik (Seal)
BORROWER Alan M. Halajcsik

Gloria Halajcsik (Seal)
BORROWER Gloria Halajcsik



STATE OF INDIANA

COUNTY OF LAKE

On this 10 day of April, 1990, there appeared before me ALAN & GLORIA HALAJCSIK

the Borrower(s) mentioned in the above Mortgage, who acknowledged that each of them signed, sealed and delivered the same as his/her own act and deed for the purposes recited therein and with the intent to be legally bound thereby. All of which is hereby certified:

Commission Expires: 9-28-92

Harriet J. Uechurch
HARRIET J. UECHURCH Notary Public

MORTGAGEE'S ADDRESS _____
I certify that the post office address of the Mortgagee is as stated on the reverse side. Mark E. Strube
On behalf of Mortgagee Mark E. Strube

RECORDER'S VERIFICATION

This Mortgage was recorded in the office for Recording of Deeds in and for _____ County, State of _____ in Mortgage Book _____, Page _____, on _____, 19____. Witness my hand and seal of Office.

Recorder _____ (Seal)
Deputy Recorder _____