105886

## HÖMÉ EQUITY REAL ESTATE MORTGAGE

P.O. Box 69	rotterpetit/
Hammond, IN Installment	46325 Loan Dept.
	Hammond TM

	<b>ч</b>	* REAL	ESTAT	EMORTO	AGE	1	
। This⊹Mortg	age made this .	1st d	ay of	June		19 90	by and between
]	Ronald J. Jer	zyk and Bar	bara A. Jo	erzyk o	f Whiting	Indiana	(herein-
after "Mortgag gagee");	or") and Calume	t <sup>:</sup> National <sup>:</sup> Ban	k, 5231 Hol	man Avenue, I	Hammond, India	ina 46325 (	(herein- hereinafter "Mort-
			WITNE	SSETH:			
•					, ,	-	ement (hereinafter
Mörtgagor from Thirty	n time to time, a Thousand and	s requested b	the Mortge	agor, which ma	y not exceed the30.000.0	ne aggregat ():) a	it Promissory Note oan monies to the e principal sum of tany one time for a tgagee pursuant to
said Agreemen percent of the That the inte note is based u	t, the Mortgagor I new balance, or S erest rate charge pon an Index Rate	nas agreed to p 6100.00, or the d for any monie equal to the av	ay the Mortg FINANCE C s loaned to h erage week!	agee minimum HARGE accrue Mortgagor by M y Bank Prime Lc	monthly installm d for the month ortgagee pursu an Rate as publi	ents in a su whichever ant to said A shed in Fede	m equal to two (2%) is greater. greement and said eral Reserve Statis-
the event that once a month of ing Cycle. The	the Index Rate in In the first day of e FINANCE CHARC	creases or dec ach Billing Cyc 3E is determine	reases from le, which is m d by applying	the previous in onthly, and will the daily perio	dex. The interest remain in effect dicrate to the Av	it rate as co until the first	ease or decrease in nputed is changed day of the next Bill- Balance for the Bill-
ing Cycle. The	interestirate sha anges in the interes	ll not be in exc est rate are mar	ess of that points	ermitted by law ant to said Agre	eement and anvi	ncrease the	rein can reduce the
amount of any	payment by the	Mortgagee tha	t is applied i	o principal and	Increase the a	mount appli	ed to interest. The
monthly payme	ents required by s 5) year term of the	aid Agreement	and said Note	a may not there: of said live (5) v	iore fully amortiz	e the Mortga re principal i	agor's loan balance balance and unpaid
interest shall b	e immediately di	ie and owing b	y the Mortge	99ht Ot	Tu Para diction		NSTRUCTIVE AND
THATTHE	RECORDING OF	THIS MORTGA	GEBYTHEN Heilien big	MORTGAGEE, A	NADDITION TO	GIVING CO	NSTRUCTIVE AND AGED PROPERTY,
IS ALSO DON	E TO INFORM A	LLSUBSECU	NTMENHO	LOEKS WHE	HERTHEYEE	CONSENT	AL, JUDICIAL, OR
STATUTORY.	THAT THE MORT	GAGEE'S OBL	DT NOHAD!	HADVANGEIFL	INDS TO THE N	IORTGAGO	R IS MANDATORY
PURSUANTATO	DISAID AGREEM	ENT; SUBJECT	*TO DEFAUL	TBY THE MO	RTGAGORAND	THATIANY	AND ALL FUTURE THER LIEN BEING
ADVANCES M	NST THE MORTO	AGED PROPE	RTYSHALL	REDONE BY A	NY SUCH LIEN	IOLDERWI	TH PRIOR NOTICE
TO IT OF THE	MORTGAGEE'S	OBLIGATION	I TO ADVAN	ICE MONIES	TO THE MORT	SAGOR PU	RSUANTE TO SAID
			•				S'MORTGAGE, TO
THAT:IT:IS:	TO ALL THIRDS	FIHE MORIG	AGEE BY.IH	IS CLAUSE, AN	ID: I HE RECORI	DING OF HE	ROPERTY OF THE
MORTGAGEE	SINTENTION TO	ASSERT A PI	RIOR LIEN A	S.TO ANY AND	ALL SUBSEQU	JENT LIENI	OLDERS OR THE
MORTGAGED	PROPERTY TO T	HEFULLAMO	UNT OF ALL	LOANS AND AL	OVANCES MADE	BYTHEMO	RTGAGEETOTHE
							MORTGAGE, PLUS
ACCRUEDINT	EREST, COSTS	OF COLLECTION	N, AND A RE	ASONABLE AT	TTORNEY'S FEE	WHETHER	SAID LOANS AND
MORTGAGED		TO OH AFTER	any sociat	IEM MENOLINIA	ALBE SOBSEC	JEIVI LY PLA	CED VERSUS THE
NOWTHEE	EFORE to secur	e to Mortgages	the repayme	ent of (A) any an	id all indebtedne	ss or liabiliti	es to Mortgagee as
evidenced by	said Agreement a	nd said Note, t	ogether with	any extension	s or renewals th	ereof, and a	ny other instrument
aiven by Morto	iagor to Mortgagi	ee as avidence	of or in payir	ent of any inde	btedness arisin	gout of said	Agreement; (B) any
and all other of	oligations and liab	pilities now owl	ng or her <b>eal</b> te	or incurred by M	ortgagor to Mor	gagee, whe	ther joint or several,
primary, or sec	ondary, or absolu	ite or continge	nt, and whet	her or not relat	ed to or of the	lame class s lberindebte	is,the specific debt does for personal
familizar haves	iliot;secuted by a shold purposes if	this mortagae i	s on the Mort	gagor's princin	gəpiloli ol alıy.u al dwelling, inclu	ding a mobil	is the specific debt dness for personal, e home; (C) the pay
ment of all oth	ier sums advance	ed to protectiti	le security. Of	r this mortgage	; and:(U) the pe	rrormance;c	r ali covenants and
agreements o	fathe: Mortgagor	herein contai	ned the Mo	rtgagor does	hereby MORTG	AGE and W	/ARRANT unto the
Mortgagee, Its	s successors and	d assigns, the	föllowing,de	scribed Prope	rtyalocated in	LakLak	<b>6</b> 1.
County, Indian	anto witi:					(, 4)	

Lot 1 in Block 10 in Sheffield, in the City of Hammond, as per plat thereof, Recorded in Plat Book 14, Page 6, in the Office of the Recorder of Lake County, Indiana.

FILED FOR HECORD FILED FOR HECORD AND SERIOR SECURITY SOLUTION OF THE SECURITY SECUR

TOGETHER with alliabilidings, improvements, and tenements now or hereafter erected on the property, and all easements, rights, rights-of-way, driveways, alleys, pavement, curbs and street front priveleges, rents, issues, profits, royalties, mineral, oil and gas rights and profits, water, water rights and water stock appurtenant to the property; and all fix-tures, equipment, apparatus, motors, engines, machinery and building materials of every kind or nature whatsoever, now or hereafter located in, on, used or intended to be used in connection with the Property, including; but not limited to, those for the purpose of supplying or distributing heating, cooling, ventilating, power, electricity; gas, air, water and light; and all blinds, shades, curtains, curtain rods, mirrors, cabinets, attached floor, coverings, awnings, storm windows, doors, storm doors, screens, antennas, trees, shrubs, and plants, plumbing, and electrical fixtures and communication systems, all of which, including replacements and additions, thereto, shall be deemed to be and remain a part of the real property covered by this instrument whether actually physically annexed to the property or not, and all of the foregoing together with said Property are herein referred to as the "Property".

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Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. WARRANTY OF RIGHT TO MORTGAGE. Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property, and the Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any liens, easements, covenants, conditions and restrictions of record listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property.

2. TAXES AND CHARGES. Mortgagor shall pay from time to time, when due, and before any penalties attaches, all general and special taxes and assessments, water and sewer charges and taxes, and all other public charges imposed or assessed against the Property or arising in respect to the use, occupancy or possession thereof. Mortgagor shall promptly furnish to Mortgagee, upon request by Mortgagee, all notices, bills and statements received by Mortgagor of amounts so due, and Mortgagor shall, upon request by Mortgagee, promptly furnish Mortgagee receipts evidencing such payments. Mortgagor may in good faith contest at its own expense the validity of any tax, assessment or charge provided Mortgagor pays the same in full under protest or deposits said sum with the Mortgagee as security for payment thereof.

3. INSURANCE: Mortgagor shall keep all buildings and improvements now existing or hereafter erected or situated on the Property insured against fire, lightning, windstorm, vandalism, malicious damages, and any such other hazards included with the term "extended coverage", together with such other hazards, liabilities and contingencies in such amounts and for such periods as Mortgagee may from time to time reasonably require. Mortgagor shall keep all buildings and improvements insured against loss by damage by flood if the Property is located in a Flood Hazard Zone. Mortgagor shall obtain premises

liability insurance with respect to the Property in an amount acceptable to the Mortgagee.

All said insurance policies and renewals thereof shall be issued by carriers satisfactory to the Mortgagee, and shall include a standard mortgage clause, loss payee clause or endorsement in favor of the Mortgagee and in form and substance acceptable to the Mortgages. Each said policy shall not be cancellable by the insurance company without at least thirty (30) days prior written notice to the Mortgagee, Any such insurance policy shall be in a sum sufficient to pay in full the cost of repairing and replacing the buildings and improvements on the Property and in no event shall be less than the maximum amount that the Mortgagee is obligated to loan to the Mortgagor pursuant to said Agreement secured hereby. The 'Mortgagee shall deliver the original of any such policy to the Mortgagor to be held by it. The Mortgagor shall promptly furnish to Mortgagee, on request, all renewal notices and receipts for paid premiums. At least thirty (30) days prior to the expiration date of any such policy, Mortgagor shall deliver to Mortgagee any such renewal policy.

in the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee. Mortgagor. authorizes and empowers Mortgagee as attorney-in-fact for Mortgagor to adjust and compromise any claim under any such insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, to endorse and deposit any insurance checks or drafts payable to Mortgagor, and to deduct the refrom Mortgagoe's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 3 shall require Mortgagee to incur any expense to take action hereunder, nor prevent the Mortgagee from asserting any independent claim or action versus any such insurance carrier in its own name.

The insurance proceeds after the deduction of the Mortgagee's expenses incurred in collecting the same, shall be applied to the payment of the sums secured by this instrument, whether or not then due with the balance, if any, to Mortgagor. Any such application of the proceeds shall not extend or postpone the due dates of the payments or change the amounts of such installments provided by said Agreement. If the Property is sold pursuant to paragraph 12 hereof or if-Mortgagee acquires title to the Property, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

4. PRESERVATION AND MAINTENANCE OF PROPERTY. Mortgagor (a) shall not commit waste or permit impairment or deterioration of the Property, make any material alterations therein nor demolish or remove the same, (b) shall not abandon the Property; (c) shall keep the Property including improvements thereon in good condition and repair, (d) shall not mortgage of otherwise encumber no allow any judgement liens, tax liens or mechanic's liens to be imposed against the Property; (e) shall promptly pay when due any indebtedness which may be secured by any other mortgage, ilen of charge on the Property; (f) shall comply with all laws; ordinances; regulations, codes and requirements of any governmental body applicable to the Property, (g) shall give notice in writing to Mortgagee a fand, unless otherwise directed in writing by Mortgagee; appear in and defend any action or proceeding purporting to affect the Property, the security of this instrument or the rights or powers of Mortgagee.

5. USE OF PROPERTY: Unless required by applicable law or unless Mortgagee has otherwise agreed in writing; Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this instrument was executed. Mortgagor shall not initiate or acquiesce to a change in the zoning classification of the Property without: Mortgagee's prior written consent.

65. PROTECTION OF MORTGAGEE'S SECURITY: ill Mortgagor falls to perform any of the covenants and agreements. contained in this instrument or in the Note, Agreement, or any Security Agreement, or if any action of proceeding is commenced which affects the Property or title thereto or the Interest of Mortgagee therein, then Mortgagee at Mortgagee's option may disburse such sums, may make such appearances and take such action as Mortgagee deems necessary, in its

sole discretion, to protect Mortgagee's interest.

Any amounts disbursed by Mortgagee pursuant to this Paragraph 6 shall become an additional indebtedness of Mortgagor secured by this instrument. Such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Agreement. Mortgagor hereby covenants and agrees that Mortgagee shall be subrogated to the rights of the holder of any lien so discharged, in whole or in part, by the Mortgagee. Nothing contained in this paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder. If Mortgagee makes any payment authorized by this paragraph 6, including but not limited to, taxes, assessments, charges, liens security interests or insurance premiums. Mortgagee may do so according to any notice, bill, statement or estimate received from the appropriate party without inquiry into the accuracy or validity of such notice, bill, statement or estimate. The payment of any such sums by the Mortgagor shall not be deemed a waiver-of-Mortgagee's right-to-accelerate the maturity of the indebtedness secured by this instrument and declare this instrument in default, and failure to so act shall not be considered as a waiver of any right accruing to Mortgagee on account of any default hereunder on the part of the Mortgagor.

7. INSPECTION. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property

at all reasonable times and access thereto shall be permitted for that purpose by the Mortgagor.

8. CONDEMNATION. Mortgagor shall promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, and Mortgagor shall appear in and prossecute any such action or proceeding unless otherwise directed by Mortgagee in writing. Mortgagor authorizes Mortgagee, at Mortgagee's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Mortgagee's or Mortgagor's name, any action or proceeding related to any condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid

TRANSFERS. Mortgagor shall not sell or transfer all or any part of said Property, grant an option to purchase the same, lease the Property, sell the same by contract, transfer occupancy or possession of the Property, nor, sell or assign any beneficial interest or power of direction in any land trust which holds title to the Property without the prior written consent of

the Mortgagee:

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind the respective successors and assigns of Mortgagor, subject to the provisions of Paragraph 10 hereof, and the rights and privileges of the Mortgagee shall inure to the benefit of its payee, holders, successors and assigns. All covenants and agreements of Mortgagor shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Mortgagee may act through its employees, agents or independent contractors as authorized by Mortgagee. The captions and headings of the paragraphs of this instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

1.1. GOVERNING LAW: SEVERABILITY. This instrument shall be governed and enforced by the laws of the State of Indiana except where the Mortgage by reason of a law of the United States or a regulation or ruling promulgated by an agency supervising the Mortgagee is permitted to have or enforce certain provisions in this instrument then in that event the Mortgagee may elect to have those provisions of this instrument enforced in accordance with the laws of the United States. In the event that any provision of this Instrument or the Agreement conflicts with applicable laws, such conflict shallnot affect other provisions of this instrument or the Agreement or Note which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Agremeent or the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor is interpreted so that any charge provided for in this Instrument or in the Agreement or Note whether considered separately or together with other charges levied in connection with this Instrument; the Agreement or the Note violates such law, and Mortgagor is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Mortgagee in excess of the amounts payable to Mortgagee pursuant to such charges as reduced shall be applied by Mortgagee to reduce the principal of the indebtedness evidenced by the Agreement and the Note: For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor has been violated, all indebtedness which is secured by this instrument or evidenced by the Agreement and the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest; shall be deemed to be allocated and spread over the statement term of the Agreement and Note.

12. DEFAULT: ACCELERATION: REMEDIES. Upon Mortgagor's default of any covenant, warranty, condition or agreement of Mortgagor in this instrument; including but not limited to, the covenants to pay when due any sums secured by this instrument; or the default by Mortgagor of any one or more of the events or conditions defined as an Event of Default in the Agreement secured hereby, or in the Note or any other obligation secured by this mortgage, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this instrument to be immediately due and payable without further demand and may foreclose this instrument by judicial proceedings and may invoke any other remedies permitted by applicable law or provided herein. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorneys fees, appraisal fees, expert withess fees, costs of court reporters, travel expenses, costs of

documentary evidence, abstracts and title reports.

The Mortgagor shall also be entitled to collect all costs and expenses, including but not limited to, reasonable attorney's fees; incurred by Mortgagee in connection with (A) any proceeding without limitetion probate bankruptcy, receivership or proceedings to which the Mortgagee may be a party, either as plaintiff, claimant or defendent by reason of this instrument or any, indebtedness secured hereby; (B) preparation of the commencement of the suit for foreclosure of this instrument after accrual of the right to foreclose whether or not actually commenced; or (C) the defense of this mortgage in any proceeding instituted by any other lienholder. All costs, expenses and attorney's fees when incurred or paid by Mortgagee shall become additional indebtedness secured by this instrument and which shall be immediately due and payable by Mortgagor with interest at the rate stated in said Agreement.

13. MISCELLANEOUS: (i) The word "Mortgagor" as used herein shall include all persons executing this mortgage and the word "Mortgagee" shall mean its respective successors and assigns. The singular shall mean the plural and the plural shall mean the singular and the use of any gender shall be applicable to all genders; (ii) Any forebearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law or equity, shall not be a waiver of or preclude the exercise of any such right or remedy; (iii) Each remedy provided for in this instrument is destinct and cumulative to all other rights and remedies under this instrument or afforded by applicable law or equity, and may be exercised concurrently, independently or successively in any order whatseever, (iv) That no change, amendment or modification of this instrument shall be valid unless in writing and signed by the Mortgages or their respective successors and assigns.

Ronald J. Jerzyk	Carley a Sach
Ronald J. Jerzyk	Barbara: A. Jerzyk
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STATE IF INDIANA )	
COUNTY OF	SS:
Before me, Mary an Mallan	, A Notary Public in and for
	June ,A.D., 19 90 , personally appeared
Ronald J. Jerzyk and Barbara A. Jer	zyk personnal dnown to me to be the
person(s) who (is) (are) described in and who executed (their) voluntary actand deed for the uses and purposes	the foregoing mortgage, and acknowledge the same to be (his)
My commission expires:	Mary Ann Taillon
	/ Notally Public:v

CNB-133-A