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137527

MORTGAGE

425501 19 750135

IF BOX IS CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE is made this 26th day of NOVEMBER, 1990,
 between the Mortgagor, RICHARD W. RADUENZEL AND MARCEL RADUENZEL,
 HUSBAND AND WIFE (herein "Borrower"); and the
 Mortgagee, HOUSEHOLD FINANCE CORP. III, a corporation organized and existing under the
 laws of DELAWARE whose address is 7973 CALUMET AV.
MUNSTER, IN. 46321 (herein "Lender");

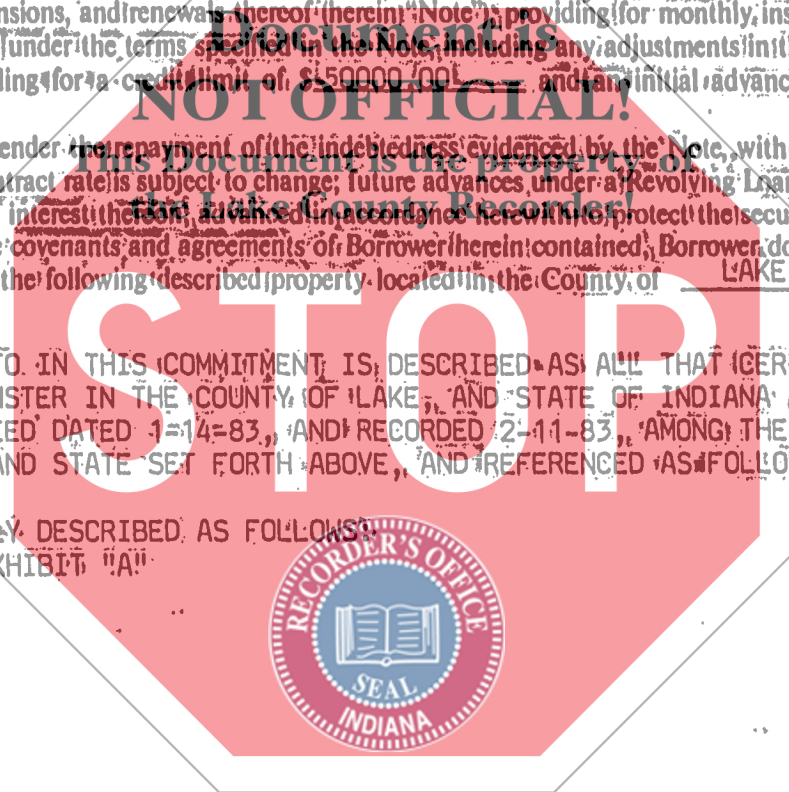
The following paragraph which is preceded by a checked box is applicable:

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ N/A,
 which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement dated N/A
 and amendments, extensions, and renewals thereof, including those pursuant to any Renegotiable
 Rate Agreement (herein "Note"), providing for monthly installments of principal and interest, including any adjustments
 to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner
 paid, due and payable on N/A;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 50000.00, or so much
 thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated 11-26-90
 and amendments, extensions, and renewals thereof (herein "Note"), providing for monthly installments of principal and
 interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate
 is variable, and providing for a credit limit of \$50000.00 and an initial advance of \$ 25,743.50;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon including
 any increases if the contract rate is subject to change; future advances under a Revolving Loan Agreement; the payment
 of all other sums, with interest thereon, advanced in accordance herewith; to protect the security of this Mortgage; and
 the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant
 and convey to Lender the following described property located in the County of LAKE, State of
Indiana;

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY
 SITUATED IN MUNSTER IN THE COUNTY OF LAKE, AND STATE OF INDIANA AND BEING DE-
 SCRIBED IN A DEED DATED 1-14-83, AND RECORDED 2-11-83, AMONG THE LAND RECORDS
 OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:
 DOC # 696880,
 BEING MORE FULLY DESCRIBED AS FOLLOWS:
 SEE ATTACHED EXHIBIT "A"



STATE OF INDIANA/S.S. NO. 1
 LAKE COUNTY
 FILED FOR RECORD
 DEC 5 3 15 PM '90
 ROBERT [unclear] RECORDER

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
 appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage;
 and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter
 referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,
 grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower
 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject
 to encumbrances of record.

1400 JK

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest (indebtedness evidenced by the Note as provided in the Note, including any variations resulting from changes in the contract rate).

2. Funds for Taxes and Insurance. Subject to applicable law or a waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to or over or monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 7 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately after the date of acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest at the applicable contract rate of the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreements with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay, or cause to be paid, all taxes, assessments and other charges, fines and impositions attributable to the Property, which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender, and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property, or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property, and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

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 which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon at the applicable contract rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with alien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower and all other parties who are or hereafter become secondarily liable shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest and such other parties secondarily liable. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any 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.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender, as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower, as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws of the jurisdiction in which the Property is located shall apply except where such laws conflict with Federal law, in which case Federal law applies. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect. The conflict provisions and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited therein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage, if requested, at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims, or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of an lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less, not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in the Note or this Mortgage, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding and/or invoke any other remedies permitted by applicable law. Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports. Furthermore, Lender shall be entitled to collect from Borrower all expenses of preparing for filing a foreclosure proceeding, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports; if Borrower has cured its breach of any covenant or agreement of Borrower in the Note or this Mortgage prior to the filing of such foreclosure proceeding.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17, hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled, to the extent provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any.

21. Waiver of Valuation and Appraisal. Borrower hereby waives all right of valuation and appraisal.

22. Redemption. Borrower, to the extent allowed by law, hereby waives any and all rights of redemption in the event of foreclosure of this Mortgage.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.



Richard M. Raduenzel (Seal) - Borrower
RICHARD M. RADUENZEL
Marcel Raduenzel (Seal) - Borrower
MARCEL RADUENZEL

STATE OF INDIANA, LAKE County, ss:

On this, 26th day of NOVEMBER, 1990, before me, the undersigned,

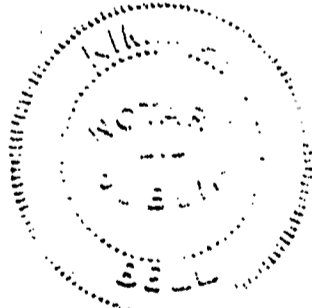
Notary Public in and for said County, personally appeared RICHARD M. RADUENZEL AND MARCEL RADUENZEL, (HUSBAND AND WIFE), and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires:



Kimm A. Bell
Notary Public



Resident of LAKE County, Indiana

This instrument was prepared by: KIMM A BELL / SALES ASSISTANT

(Space Below This Line Reserved For Lender and Recorder)

Exhibit A

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

696880

WARRANTY DEED

This indenture witnesseth that REBECCA S. COURTICE, n/k/a REBECCA S. CONCATO, of the County of LAKE, State of Indiana, do hereby convey and warrant to RICHARD S. RABERTS, n/k/a RICHARD S. RABERTS, of the County of LAKE, State of Indiana, her husband, and JANE E. RABERTS, n/k/a JANE E. RABERTS, of the County of LAKE, State of Indiana, her wife,

of LAKE County in the State of Indiana, do hereby convey and warrant to RICHARD S. RABERTS, n/k/a RICHARD S. RABERTS, of the County of LAKE, State of Indiana, her husband, and JANE E. RABERTS, n/k/a JANE E. RABERTS, of the County of LAKE, State of Indiana, her wife, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, the following Real Estate in LAKE County, State of Indiana, to wit:

Lot 21 In Lakewood Park Estates Extension in Addition to the Town of Munster, as per plat thereof recorded in Plat Book 33 page 40, in the Office of the Recorder of Lake County, Indiana. See 23-2-83
Commonly known as: 8214 Oakwood Avenue, Munster, Indiana
Subject to past and current year real estate taxes.
Subject to easements, restrictions and covenants of record.

This deed is re-recorded to correct the spelling of the Grantees last name.

RECORDER'S OFFICE
DULY ENTERED FOR TAXATION
FEB 13 1983
DULY ENTERED FOR TAXATION
JAN 11 1983
RECORDED
FEB 11 1983

State of Indiana, Lake County, ss:
Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of January 19 83 personally appeared:

REBECCA S. COURTICE, n/k/a
REBECCA S. CONCATO, by her attorney,
Price, her attorney-in-fact

Dated this 14th Day of January 19 83

REBECCA S. COURTICE, n/k/a Rebecca S. Concato
JANE E. RABERTS, n/k/a Jane E. Raberts

And acknowledged the execution of the foregoing deeds in witness whereof, I have hereunto subscribed my name and affixed my official seal, My commission expires February 6, 19 84

Notary Public

Resident of Lake County
This instrument prepared by JOHN H. BRICLAW, Attorney-at-Law
111 West Main Park