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91026042

HOME EQUITY REAL ESTATE MORTGAGE

Calumet National Bank P.O. Box 69 Hammond, IN 46325 Installment Loan Dept.

This Mortgage made this	20th da	y of	May	, 19 <u>91</u>	by and between
Clarence T. Kuhn and Barb	ara A. Kuhn	Hew			, (
after "Mortgagor") and Calume gagee").	t National Bank	c, 5231 Hohma	n Avenue, Hammo	nd, Indiana 46325 ((nerein- nereinafter "Mort-
WITNESSETH: That the Mortgagor and Mortgagee have entered into a certain Home Equity Line of Credit Agreement (hereinafter					
"Agreement") dated					
Mortgagor from time to time, a	e mongagee, su is requested by	the Mortgago	it by Mortgagor, has r. which mav not e	s obligated itself to I xceed the aggregate	oan monies to the
Twenty Five Thousand and period of five (5) years. To the ex	tent that the Mor	taagor has borr	owed or will borrow	uu <u>.uu </u>	any one time for a
said Agreement, the Mortgagor I	has agreed to pa	y the Mortgage	e minimum monthly	' installments in a sur	n equal to two (2%)
percent of the new balance, or \$					
That the interest rate charge note is based upon an Index Rate	equal to the ave	rage weekly Ba	ınk Prime Loan Rate	as published in Fede	ral Reserve Statis-
tical Release H15 plus a Margin o	of1_00%	. The interest re	ate charged is a varia	ble one and will incre	ase decréase n
the event that the index Rate in once a month on the first day of e	creases or decre ach Billing Cycle	eases from the e. which is mont	previous index. I ni hiv and will remain i	o interest rate as;gon n effect until the fi 因 t	day of the next till h
ing Cycle. The FINANCE CHARC	BE is determined	l by applying the	e daily periodic rate i	o the Average Deix i	Balance for the 訊屋
ing Cycle: The interest rate sha That any changes in the interes	il not be in exce	ss of that perm	itted by law.	E CO	5 285
amount of any payment by the	est rate are mand	latory pursuant	to said Agreement a	ind any increase Tigr	ein can reducedae
monthly payments required by si	aid Agreement a	nd said Note ma	av not therefore fully	amortize the Morto	gor's Ma n balance.
within the five (5) year term of the					
وران و المرابع المرابع من شما المرابع من المرابع المرابع المرابع المرابع المرابع المرابع المرابع الم	and the second s				
THAT THE RECORDING OF THAT THE RECORDING OF THE PUBLIC NOTICE TO ALL THIRD	THIS MORTGAG	EBYTHEMOR	RTGAGEE, IN ADDIT	CONTO GIVING COL	ISTRUCTIVE AND
IS, ALSO DONE TO INFORM A	PARIJES OF THE	ELIENHOLD	EDS WHETHER TH	EV RE CONSENTIL	AGED PHOPERTY,
STATUTORY, THAT THE MORT	GAGES'S OBCH	GATIONETOSAL	WANGEGURDSIVC	OTHE MORTGAGOF	RIS MANDATORY:
PURSUANT TO SAID AGREEM ADVANCES MADE BY THE MOR	ENT, SUBJECT	TO DEFAULT:E	YTHE MORTGAGO	PAND THAT ANY	ND ALL FUTURE
ADVANCES MADE BY THE MOF	RTGAGEE TO TH	IÈ MORTGAGG	R PRIOR OR SUBS	EQUENT TO ANY OT	HER LIEN BEING
PLACED AGAINST THE MORTO	AGED PROPER	TY SHALL BE!	DONE BY ANY SUC	HLIENHOLDER WIT	HIPRIOR NOTICE
AGREEMENT. THAT IT IS THE PURPOSE O	FTHE MORTGA	GEE BY THIS C	LAUSE, AND THE F	ECORDING OF THIS	MORTGAGE, TO
GIVE NOTICE TO ALL THIRD P	ARTIES DEALIN	IG WITH THE N	MORTGAGOR OR TH	HE MORTGAGED PR	OPERTY OF THE
MORTGAGEE'S INTENTION TO	ASSERT A PRI	OR LIEN AS T	O ANY AND ALL SU	JBSEQUENT LIENH	OLDERS OR THE
MORTGAGED PROPERTY TO THE MORTGAGOR OR ON BEHALF					
ACCRUED INTEREST, COSTS C	OF COLLECTION	N. AND A REAS	ONABLE ATTORNE	Y'S FEE, WHETHER	SAID LOANS AND
ADVANCES ARE MADE PRIOR	TO OR AFTER AL	NY SUCH LIEN	WHICH MAY BESL	IBSEQUENTLY PLAC	DED VERSUS THE
MORTGAGED PROPERTY.		THE POLKS	O. E.		
NOW THEREFORE, to secure evidenced by said Agreement a					
given by Mortgagor to Mortgage	na sala:Note, to:	f or in payment	of any indebtednes	s arising out of said	Agreement: (B) anv
and all other obligations and liab	ilities now owing	orheraafterin	curred by Mortgago	r to Mortgagee, whet	her joint or several,
primary or secondary, or absolu	ite or contingen	t, and whether	or not related to or	of the same class a	s the specific debt
secured herein or secured by ac	dditional or diffe	rent colleteral,	With the exception of	of any other indebted	iness for personal,
family or household purposes if t ment of all other sums advance	nis mortgage is i	on the Mortgag	ors principal aweilir	ig, including a mobile the performance of	allicovenants and
agreements of the Mortgagor-	herein contain	ed. the Morta	igor doesihereby l	MORTGAGE and W	ARRANT unto the
Mortgagee, its successors and	kassions, the fo	ollowing descri	bed Property locat	ed in Lake	
County, Indiana, to wit:					
Unit 3, Building 27 ir	:Stonebrook	a Horîzon	tal Property Re	gime. in the To	wn of
Schererville as per De	clararion,	By-Laws and	Plat recorded	April 3, 1981 a	Ś/

Unit 3; Building 27 in Stonebrook, a Horizontal Property Regime, in the Town of Schereville as per Declaration, By Laws and Plat recorded April 3, 1981 as Document Nos. 623597 and 623600 to 623622, both inclusive, and amended by instrument recorded June 11, 1981 as Document No 632246, and amended by instrument recorded June 29, 1981 as Document No. 637956, and further amended by instrument recorded November 4, 1982 as Document No. 686256 and further amended by Document No. 841469 recorded February 18, 1986, in the Office of the Recorder of Lake County, Indiana, together with individed interest in the common areas appertaining thereto.

TOGETHER with all buildings, 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 fixtures, 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".

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 Mortgagee. 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 therefrom Mortgagee's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 3 shall require Mortgagee to incurrant expense to take action hereunder, nor prevent the Mortgagee from assert-

ing 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 the 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 cominit waste or permit impair. ment 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 or otherwise encumber nor allow any judgement liens, tax liens or mechanic's liens to be imposed against the Property; (e) shall prompt y pay when due any indebtedness which may be secured by any other mortgage, lien or 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 invitage; appear in and defend any action or proceeding purporting to affect the Property, the security of this instrument or the rights or powers of Mexicogap. or powers of Mortgagee.

5. USE OF PROPERTY. Unless required by applicable law or unless Mortgages has otherwise agreed in writing. Mortgagor shall not allow changes in the use for which all of 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.

6. PROTECTION OF MORTGAGEE'S SECURITY. If Mortgagor fails 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 or 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

9. 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 case of the court of

the Mortgagee. . . . (113

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.

11. GOVERNING LAW: SEVERABILITY. This instrument shall be governed and enforced by the laws of the State of

11. 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 Mortgage is permitted to have or enforce certain provisions in this instrument then in that event the Mortgage 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 shall not 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 Agreement 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 Mortgage in excess of the amounts payable to Mortgage e pursuant to such charges as reduced shall be applied by Mortgage 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 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 pay able 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 attorney's fees, appraisal fees, expert withese 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 limitation probate; bankruptcy, receivership or proceedings to which the Mortgagee may be a party, either as plaint if, claimant or defendent by reason of this instrument or any indebtedness secured bereby; (B) preparation of the commenced; or (C) the defense of this mortgage in any proceeding instituted by any other lie in older. 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 linterest 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 whatsee (ar. (IV)) first no change, amendment or modification of this instrument shall be valid unless in writing and signed by the Mortgagee or their respective successors and assigns.

IN WITNESS'WHEREOF; Mortgagor has executed this Instrument the date and year set forth above. arbara alitula ilmie 0 larence T. Kuhn Barbara A. Kum STATE IF INDIANA SS: ., A Notary Public in and for A.D., 19 9 / said County and State, on this 244 _, personally appeared day of. and BACBACA A. Kuhn personnal drown to me to be the . person(s) who (is) (are) described in and who executed the foregoing mortgage, and acknowledge the same to be a (their) voluntary actand deed for the uses and purposes therein set forth. My commission expires: 6-5-91This Instrument prepared by: Lawrence H. Stengel, Vice President - IIO