91026055

## **HOME EQUITY REAL ESTATE MORTGAGE**

This Mortgage	made this	17th	_ day o	of	May	, 19.	91	by and	between
Wolfgang R. I			_			Dyer, Indian			
				231 F	of Johman Avenue, Hamr			nereinef	_ (herein-
gagee").	and Caluin	Mational	P.o. A	30/6	9	nond, malana 4	00EO (1	ioioiiiai	107 111011
gg 7.	,			•					
That the Mortgo	nor and M	n <del>d</del> aaaaa ha	vo enter		<b>NESSETH:</b> o a certain Home Equi	ity Line of Credi	Aare'e	ment (h	ereineiter
	M	ay 17	AA alitai	iou iiii	, 19_ <u>91</u> , and a Hon	ne Equity I inc o	. Marall	Dromio	con Neto
"Agreement") dated (hereinafter "Note")			ee. suble	ect to	default by Mortgagor, l	has obligated its	elf to k	an mon	les to the
Mortgagor from tim	e to time,	as requeste	ed by the	e Mor	gagor, which may not	exceed the ag	gregate	princip	al:sum of
Twenty Thousar	nd Dolla	rs and 00	/100		(\$	0,000.00	) at	any one	time for a
period of five (b) year	8. lotnee Mortasao	xtent that th r has sareed	e Monga to pay th	agor ne h <b>e M</b> or	s borrowed or will borro tgagee minimum mont	hiv inštaliments i	n a sum	equal to	) two (2%)
percent of the new t	balance, or	\$100.00, 0	the FIN	IANCE	CHARGE accrued for	the month, which	eyer is	greater	7. 1.
That the interest	rate charg	ed for any m	onies los	aned to	o Mortgagor by Mortga kly Bank Prime Loan Re	gee pursuant to:	said Ag n Feder	reement al Reser	and said
•		_							
tical Release H15 pli	usa margır ıdex Rate i	ncreases or	%. II	ne inte ses fro	restrate charged is a va m the previous Index. T	rnable one and w The interest rate	as com	ase or de si betua	changed
once a month on the	first day of	each Billing	Cycle, w	/hich is	monthly, and will remai	in in effect until th	ne first c	lay of the	e next Bill-
Ing Cycle. The FINA ing Cycle. The inter	NCE CHAP	RGE is deter	mined by	apply	ing the daily periodic ra	te to the Average	Daily B	alancet	or the Bill-
That any changes	in the inte	rest rate are	mandate	ory pui	suant to said Agreeme	nt and any increa	se ther	ein can r	educe the
amount of any payn	nent:bv-the	e Mortgage	that is	applie	d to principal and incr	ease the amoun	t applie	d to into	erest. The
monthly payments re	equired by arterm of th	said Agreen 16 Adreemei	ent and at	said iv t the er	ote may not therefore for of the may not the control of said five (5) year te	uny amortize the rm the entire prir	mortya Icipal b	gors los alance a	ind unpaid
interest shall be imp	nediately o	due and owl	na by the	e Mort	gador III IS				
THAT THE RECO	RDINGO	THISMOR	TGAGE	BYTH	EMORTGAGEE IN ADIGHTS OF THE MORTS	DITION TO GIVIN	NG CON	ISTRUC IGED PE	TIVE AND
IS ALSO DONE TO	INFORM:	AL SUBSE	QUENT	LIENI	HOLDERS: WHETHER	THEY BE CONS	SENTU	AL. JUD	ICIAL, OR
STATUTORY, THAT	THE MOF	TGAGEE'S	OBLIGA	TION:	to advance eunds	TO THE MORT	GAGOF	i is mai	NDATORY
PURSUANT TO SAI	D'AGREE	MENT, SUR	ECAR	MORT	ULT BYTHE MORTGA GAGOR PRIOR OR SU	BSEQUENTETO	I ANT A	HER LII	EN BEING
PI-ACED AGAINST	THE MORT	GAGED PR	OPERTY	/:SHAL	L BE DONE BY ANY SI	UCH LIENHOLD	ER WIT	H PRIO	RNOTICE
TO IT-OF THE MO	RTGAGEE	'S OBLIGA	TION TO	OrADV	ANCE MONIES TO T	HEMORTGAGE	R:PUF	ISUANT	TOSSAID
AGREEMENT,	URPOSE	OF THE MO	RTGAGE	EE BY.	THIS CLAUSE, AND TH	E RECORDING	OF THIS	S MORT	GAGE, TO
GIVE NOTICE TO A	LTHIRD	PARTIES D	FALING:	WITH:	THE MORTGAGOR OF	RITHE MORTGAG	BED RE	OPERT	Y OF THE
MORTGAGEE'S INT	PENTION 1	THE SHILL A	A PRIOF	RELIEN	ASTO ANY AND ALL LLOANS AND ADVAN	SUBSEQUENT.	TEMU!	OLDER:	ETOTHE
MODEONOODODO		E O E THE M	OPTGA	CODD	HESHANT TO SAID AG	REFEMENTAND	THIS M	IORTGA	GE. PLUS
ACCOMEDINTERES	ST COSTS	OFCOLLE	CTION. A	ANDA	REASONABLE ATTOR	NEY'S FEE, WHE	HER	SAIDLU	JANO AND
MODTGAGED DDO	DEDTW			800	**************************************				
NOWTHEREFOL	RF to secu	re to Mortga	agee the	rapay	ment of (A) any and all i	ndebtedness or l	iabilitie	s to Mo	rtgagee as
avidenced by said A	areement	and said No	ite, todel	ther W	th any extensions or re yment of any indebted:	enewaja thereof,	and an	y otner i	nsuument
and all athor abiliant	ione and lic	shillition now	owing or	rhores	tier incurred by Mortos	adór to Mortaa <b>de</b>	e. wnet	nerioint	or several.
nrimany or seconds	ny or ahso	lute or cont	ingent, a	and wh	ether or not⊦related to	or of the same	class a	s the sp	ecitic debt
secured herein or secured herein or se	ecured by	additional o	r all rerer	nt colle	iteral, with the exception ortgagor's principal dwo	elling, including a	mopile	home; (	C) the pay-
mont of all other en	me adveni	cedito nrote	ctitheise	ecurity	of this mortgage: and	(D):the performa	ance or	·ali cove	รทสกเธ สกด
agreements of the	Mortgago	or herein co	ntained,	, the I	Mortgagor does herek	oy MORTGAGE	and W. Lake	AHHAN B	i unto tne
Mortgagee, its suc County, Indiana, to	cessors al	nd: assigns,	the folio	owing	described Property lo	Cated: In		<del></del>	
County, morana, to	*****								•
	• . • •			•					in the second of
The second section of the second seco	TOT 35	PARKUTEN	V TERR∆	ACE 1	ST ADDITION, PLAT	BOOK 44:			
4.60 · 基础。	PAGE 13	3, LAKE (	OUNTY.	IND	IANA.			organis (i) E	
and the state of the state of	y program	tentra a company and a				•	ROB		<u></u>
			····	- ""	TO TO STEEL AND A SECOND SECON	•	BERT (BOB) F RECORD	29	<u> </u>
	Common 1	v known s	ns: 94	45 Hai	nover Lane, Dyer,	Indiana.	933 98)	=	7(6)
	COMMICITA	., 14101111 (				·· · <del>-</del>	020	E S	)R COL

TOGETHER with all buildings, improvements, and tenements now or hereafter erected on experity, and all sements, rights, rights-of-way, driveways, alleys, payament, curbs and street front alleged property, and alleged property. easements, rights, rights-of-way, driveways, alleys, pavement, curbs and street front priveleges, rents, issues, pi 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 Mortgages, and shall include a standard mortgage clause, loss payee clause or endorsement in favor of the Mortgages 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 incurrany 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 this triument, whather 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:

14., PRESERVATION AND MAINTENANCE OF PROPERTY. Mortgagor (a) shall not commit waste or permit impairment of 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 flens or mechanic's flens to be imposed against the Property, (e) shall promptly 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 wortgages. 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.

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 to Mortgagee.

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 con-

venience 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 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 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 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 of 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, attorney's fees, aporaisal fees, experi 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 Mortgages in connection with (A) any proceeding, without limitation, probate, bankruptcy, receivership or proceedings to which the Mortgages may be a pairty, 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 Mortgage's 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 whatevover; (iv) that no change, amendment of modification of this Instrument shall be valid unless in writing and signed by the Mortgager and Mortgagee or their respective successors and assigns.

IN WITNESS WHEREOF, Mortgagor has executed this instrument the	date and yeat set forth above.
Wolfgarg R. Lang	Deborah A. Lang
Wolfgang/R. Lang	Deborah A. Lang
STATE IF INDIANA ) SS:	
COUNTY OF Lake	
Before me, Emily E. Johnston	, A Notary Public in and for
said County and State, on this 17th day of May	,A.D., 19 <u>91</u> , personally appeared
Wolfgang R. Lang & Deborah A. Lang	personnal dnown to me to be the
person(s) who (is) (are) described in and who executed the foregoing m (their) voluntary actand deed for the uses and purposes therein set fort	ortgage, and acknowledge the same to be (his)
My commission expires: 5-23-91	Emily E. Johnston Novary Public
Resident of Lake County.	Notary Public
Lawrence H. Stengel, Vice P: This Instrument prepared by:	resident
The state of the s	the same of the sa