HOME EQUITY **REAL ESTATE MORTGAGE

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

9204043~	"REAL E	STATEM	ORTGAGE		out Depot
This Mortgage made this	13th day	of	June	, 19:92	by and between
Henry White and Wand	da S. White	H/W·T/E	of Highligh	nd . TN .	/h ==1-
after "Mortgagor") and Calume gagee").	t National Bank,	5231 Hohman A	venue, Hammond, In	idiana 46325 (hereinafter "Mort-
That the Mortanger and Mor	taaaa baya -ut	WITNESSET	Ή:		
That the Mortgagor and Mor	rgagee nave enti	ered into a certal	n Home Equity Line	of Credit Agre	ement:(hereinafter
"Agreement") dated	o Mortgagge aut	19_92	, and a Home Equit	ly Line of Cred	it Promissory:Note
(hereinafter "Note") whereby the Mortgagor from time to time, a	s requested by t	he Mortangor, w	y-Mortgagor, nas obij hich may not except	gated itself to	loan monies to the
rirry_inousand and no/	L()()		- (s. 50 000	·00. \a	t any one time for a
herron or mag fol Apple" if of the BY (ent that the Mort	lador nas norrowi	30 Or Will borrow moni	os from the Moi	tagaga nurguant ta
said Agreement, the Mortgagor r	ias agreed to pav	the Mortagaee m	inimum monthly insta	illmante in a eu	meaualtativa 1996
percent of the new balance; or \$	100.00, or the Fi	NANCE: CHARGE	accrued for the mor	nth, whichever	is greater.
That the interest rate charges note is based upon an index Rate	a ior any momes r edual to the aver	odneu to mongaç İstenikleriklerik	jor by Mortgagee pur Prime look Betekenn	SUBIT TO SAID A	greement and said
			•		
tical Release H15 plus a Margin o	or <u>41. uu</u> %;	The interest rate of	charged is a variable o	ne and will incr	ease or decrease in
the event:that:the Index Rate inconce a month on the first day of e	creases or decrea	ases from the pre which is monthly:	vious index. The inte	rest rate as co	mputed is changed
Ing Cycle. The FINANCE CHARG	Els determined b	which is monthly, ov applying the da	ilv periodic rate to the	Average Daily	aay.or the next bill Balance for the Bill.
sing Cycle: The interest rate shall	II not be'in exces	s of that permitte	d:bv law.:	•	
That any changes in the intere	strate are manda	tory pursuant to s	aid Agreement and a	ny increase the	rein can reduce the
:amount of any payment by the l	Mortgagee that is	s applied to princ	ipal and increase the	amount:appli	ed to interest. The
monthly payments required by sa	ald Agreement and	d said Note may n	of therefore fully amo	rtize the Mortg	igor's loan balance
within the five (5) year term of the interest shall be immediately du	e and awing by	n Moridador	the (a) Kear returne e	ntire principal t	salance and unpaid
THAT THE RECORDING OF T	HIS MONTGAGE	BYTHE MORTG	AGREUN ADDITION	TO GIVING CO	NSTRUCTIVE AND
THAT THE RECORDING OF T	PARTIES OF THE	LIEN RIGHTS OF	THEMORTGAGEEN	N THE MORTG	AGED PROPERTY.
IS ALSO DONE TO INFORM AL STATUTORY, THAT THE MORT	H SUBSEQUENT	LLIENHOLDERS	WHETHER THEY	E CONSENTU	AL, JUDICIAL, OR
STATUTORY, THAT THE MORT	GAGEE'S OBLIG	ATION TO ADVA	NCE FUNDSITO THE	MORTGAGO	RIISIMANDATORY
PURSUANT TO SAID AGRÉEME ADVANCES MADE BY THE MOR	TO A GEE TO THE	EMORTO'ACOR D	RECOURTEAGOR; A	ND THAT ANY	AND ALL FUTURE
PLACED AGAINST THE MORTG	AGED PROPERT	Y SHALL BE DON	THE RYANY SUCH LIE	NHOLDED WI	HEHILIEN BEING
TO IT OF THE MORTGAGEE'S	OBLIGATION T	O ADVANCE MO	DNIES TO THE MOR	TGAGORIPUI	RSUANT TO SAID
ACCELMENT		111		*	
THATITISTHE PURPOSE OF	FTHE MORTGAG	EE BY THIS CLA	JSE, AND THE RECO	RDING OF THI	S MORTGAGE, TO
GIVE NOTICE TO ALL THIRD PA MORTGAGEE'S INTENTION TO	ARTIES DEALING	I WITH THE MOH	NY ANDIALL SUBSE	ORTGAGED PI	ROPERTY OF THE
MORTGAGED PROPERTY TOTAL	LE FULL AMOUN	TOFALL LOANS	AND ADVANCES MAI	DE BYTHE MO	RTGAGEE TO THE
MORTGAGOR OR ON BEHALF	OF THE MORTGA	GOR PURSUANT	TO SAID AGREEME	NT AND THIS I	MORTGAGE, PLUS
ACCRUED INTEREST, COSTS O	F COLLECTION,	AND A REASON	ABLE ATTORNEY'S F.	EE. WHETHER	SAID:LOANS AND
ADVANCES ARE MADE PRIOR 1	O'OR AFTER AN'	y such then we	ICH MAY BE SUBSE	QUENTLY PLA	CED VERSUS THE
MORTGAGED PROPERTY NOW THEREFORE, to secure	to Mortgagoo the	concument of /A	and all indebted	noso os limbiliti	aa ta Martanaaa aa
evidenced by said Agreement ar	ad said Note tone	ther with any ext	rany and all indebted	ness or liabiliti	as to Mortgagee as
given by Mortgagor to Mortgage	e as evidence of	orin payment of a	nvindebtedness aris	ing out of said:	Agreement: (B) anv
and all other obligations and liabi	lities now owing o	r hereafter Incurr	ed by Mortgagorifo M	ortgagee, whet	her joint or several
primary or secondary, or absolut	te or contingent,	and whether or n	ot-related to or-of-the	e same class a	sithe:specific debi
secured herein or secured by ad	lditional or differe	nt collateral; with	the exception of any	other indebte	dness for personal
family or household purposes if the	nis mortgage <u>is or</u>	i the Mortgagor's	principa/dwelling, inc	cluding a mobil	nome; (C) the pay
ment of all other sums advanced agreements of the Mortgagor	u lo protectitneis hereinicontaine	the Mortgagor	Jrtgage; and (D);tne.t	Denormance:O	REPART PART TO THE
Mortgagee, its successors and					VITUALI AUG WÁ
County, Indiana, to wit:	rassiAus ^{ir} iua (All	owniArgescuped	Froperty, located in	, Duite	

Lot 144, Meadows Second Addition, Unit 8, to the Town of Highland, as shown in plat book 44, page 45, in the Office of the Recorder of Lake County, Indiana.

FILED OF AND ROBERS

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".

000 Ch 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 Mortgague, promptly furnish Mortgague 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 ithe 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 saidinsurance policies and renewals thereof shall be issued by carriers satisfactory to the Mortgagee, and shall be issued by carriers satisfactory to the Mortgagee and in formand substance acceptable to the Mortgagee and in formand 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 Mortgage 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 expirationdate 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 Mortgagoe. 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 expenses to take action hereunder, not prevent the Mortgagee from assert-

ing any independent claim or actton versus any such insurance carrier in its own name.

The insurance proceeds after the deduction of the Mortgage's expenses incurred in collecting the same, shall be applied to the payment of the sums secured by this distribution, 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 there on in good condition and repair, (d) shall not mortgage on otherwise encumber nor allow any judgement liens, tax liens on 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, lien or charge on the Property, (f) shall comply with all laws, ordinances, sequiations, codes and requirements of any governmental body applicable to the Property, (g) shall give notice in writing to wortgages of and, unless otherwise directed in writing by Mortgages, appear in and defend any action or proceeding put porting to affect the Property, the security of this instrument on the rights or powers of Mortgagee.

5. USE OF PROPERTY. Unless required by applicable law or unless Mortgage 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 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 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

and the first state of the first

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. 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 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 Agree-inent 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. IDEFAULT: 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 of more of the events or conditions defined as an Event of Default in the 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, sooreisal fees, expert witness fees costs of court reporters, travel expenses, costs of documentary, evidence, abstracts and little 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 conflection with (A) entyproceeding without limitation, probate, bankruptcy, receivership or proceedings to which the Mortgagee may be a party of the asplaintiff claiment or defendent by reason of this instrument or proceedings to which the Mortgagee may be a party of their asplaintiff claiment or defendent by reason of this instrument or proceedings to which the Mortgagee may be a party either as plaintiff claimant or defendent by reason of this instrument of 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 atterney's rees 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 what soever, ity that no change, amendment or modification of this instrument shall be valid unless in writing and signed by the Mortgagor, and Mortgagoe or their respective successors and assigns. IN WITNESS WHEREOF Mortgagor has executed this instrument the date and year set forth above. Wanda S. White STATE IF INDIANA SS: COUNTY OF _ _____, A Notary Public in and for Before me, Kimberly A. Janecek said County and State, on this 13th day of June _____, A.D., 19_92_, personally appeared _ personnal dnown to me to be the Henry White and Wanda White person(s) who (is) (are) described in and who executed the foregoing mortgage, and acknowledge the same to be (his) (their) voluntary actand deed for the uses and purposes therein set forth. My commission expires: 9-15-95 Resident of _____ Lake____ County. Lawrence H. Stengel, Sr. Vice President This Instrument prepared by:

CNB-133-A