People Bank

Open End Credit 192051954 REAL ESTATE MORTGAGE (Not for Purchase Money)

MORIGAGE DATE

August 7 1992

CONSIDERATION/AND:GRANT, OF MORTGAGE

This mortgage is made on the date noted above between the parties listed below. Under this mortgage and related Home Equity Line Account Contract, Mortgages is obligated to make advances on a continuing basis, for seven (7) years, up to the principal amount shown below (Mortgagor's Credit 1 imit), consistent with the terms of the Account. Any party interested in the details related to Mortgagee's continuing obligation to make advances to Mortgagor(s) is advised to consult Mortgagee directly. In consideration of Mortgagee's obligation to make continued'advances to Mortgagor(s) under Mortgagor(s) Account, Mortgagor(s) mortgages and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property or right, privilege or improvement belonging or passable with the property, easements and rights of way of the property and all buildings and fixtures.

PROPERTY DESCRIPTION

LOT 2 IN BLOCK 3 IN BERHAMY AND GAGE NORTH RIDGE ESTATES, 2ND ADDITION TO THE TOWN OF GRIFFITH, AS PER PEAT THEREOF, RECORDED IN PLAT BOOK 36 PAGE 35, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

MORTGAGOR(S)L MORTGAGEE GENE R HOBBSI PEOPLES BANK a federal savings bank HIEED: FOR GENOLA N HOBBS ADDRESS 1825 N. RENSSELAER STREET GRIFFITH COUNTY INDIANTHE Lake Count AKE corder LAKE PRINCIPAL AMOUNT

ISIXTY THOUSAND ----

460+000+00 COLVATERAL FOR ACCOUNT. This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account Contract between Mor-

tgagor(s) and Mortgagee which this Mortgage secures PAYMENT: The Morigagor(s) will pay all/indebredness secured by this Morigage according to the terms of the Contract between Morigagor(s) and Morigagee

whichtis secured by this Mortgage.

*COLLATERAL PROTECTION. The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for Mortgagee's protection with an insurer of the Mortgagor's choice subject to approval by Mortgagee; Prayided, that such approval shall not be unreasonably withheld! The Mortgagee; tgagor(s) will pay all taxes, assessments and other charges when they are due.

Unless Mortgagee and Mortgagor(s) otherwise agree in writing are due, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor(s) I the Property is abandoned by Mortgagor(s), or if Mortgagor(s) Italis to respond to Mortgage within 30 days from the date notice is mailed by Mortgage (o Mortgagor(s)) has the insurance carrier offers to settle a claim for insurance benefits. Mortgage is authorized to collect and apply the insurance proceeds authorized so officing the property or to the sums secured by this Mortgage.

PAYMENT OF SUPERIOR INTEREST: The Mortgagor(s) will pay all mortgage indebterness to be declared in default. Mortgagor(s) shall promptly discharge any, lien other than the first mortgage which maintains a prior by over this Mortgage. INSPECTION. Mortgagee may make or cause to be made reasonable entries upon and inspection of the Property, providing that Mortgagee shall give Mortgagor(s) notice prior to any such inspection, specifying reasonable cause rightered to Mortgagee's interest in the Property. FORBEARANCE BY MORTGAGEE NOTA WAIVER. Any forbearance by along age intexercising any right or remedy hereunder, on otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The programment of insurance of the payment of taxes or other land. liens on charges by Mortgagee shall not be a waiven of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

NOTICE Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor(s) provided for in this Mortgage shall be given by mailing such notice address to Mortgagor(s) at the Property Address or at such other address as Mortgagor(s) may designate by notice to-Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail; return receipt requested, to Mortgagees address stated therein or to such other address as Mortgagee may designate by notice to Mortgagor(s) as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor(s) or Mortgagee when given in the manner designated herein:

(DUE ON SALE. In the event the Mortgagor(s) shall sell, assign or otherwise transfer all or any part of the property or an interest therein, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Contract and subject that Contract to the Mortgagee's right to demand payment in full.

POWER OF SALE. The Mortgagor(s) grant to Mortgagee a power of sale, including any statutory procedure for toreclosure of a mortgage by advertisement. which Mortgagee may use directly or indirectly to sell the mortgaged property if the Mortgagor(s) default on the payment of any indebtedness secured by this Mortgage or commit any other act or omission as specified in the Account Contract which is secured by this Mortgage under the provision entitled Account Termination and Acceleration of Amounts Due. The Mortgagor(s) hereby waive and release all rights under any homestead or exemption law that might otherwise affect the real estate being mortgaged hereunder.

WAIVER OF VALUATION AND APPRAISEMENT. Mortgagor(s) hereby waives all rights of valuation and appraisement

ADDITIONAL PROVISIONS, Mortgagor(s) covenants that Mortgagor(s) is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, with the exception of those items, it any, listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property, and that Mortgagor(s) will warrant and detend generally the title to the Property against all claims and demands, subject to any encumbrances, declarations, easements or Astrictions listed in a Abedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property.

FORECLOSURE COSTS. Mortgagor(s) agree to pay, and this Mortgage shall secure; the payment of all costs of foreclosure, including, but not limited to, reasonable attorney feespeosts of abstract, title insurance, court and advertising costs.

SIGNATURES'- MORTGAGOR(S)/WITNESSES

Signed and sealed by Mortgagor(s):

GENOLA N HOBBS

Mongagor's Signature

Mortgagor s:Signature

NOTARIZATION

State of Indlana

'My Commission Expires

On the Mortgage Date shown above, the named Mortgagores) apersonally appeared before me and acknowledged that the execution of the Mortgage was his, her, or their free act and deeds Date August 7 1992

N Date August 7 1992 County of Hake

October 1 1994

NOT OFFICE This Document is the property of the Lake County Weightder!

Document i

Barbara Bamer

When Recorded Return For CONSUMER LOAN DEPARTMENTS

COUNTY. Lake Indiana

Prepared By: C GRENCIK PEOPLES BANK Address 9204 COLUMBIA City & State

MUNSTER, IN 46321

REOPLES BANK FSB 9204 COLUMBIATAVENUE

MUNSTER! INDIANA: 46321

Public's