



This Mortgage secures the performance of the provisions hereof and the payment of all sums due under a Variable Rate Home Equity Lending Agreement (The "Agreement") dated the same date as this Mortgage, and to which Mortgagee and one or more of Mortgagor are parties, and any future advances, with interest thereon, made to Mortgagor by Mortgagee pursuant to such Agreement or Paragraph 12 hereof (Future Advances).

Mortgagor (jointly and severally) and Mortgagee covenant and agree as follows:

**1. PAYMENT OF PRINCIPAL AND INTEREST.** Mortgagor shall pay when due all sums and charges, principal and interest on any indebtedness which Mortgagor incurs under the Agreement or Mortgage, late charges as provided in the Agreement, and the principal of and interest on any Future Advances secured by this Mortgage.

**2. TAXES; CHARGES; LIENS.** Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Mortgaged Premises.

**3. FEE SIMPLE OWNERSHIP; FIRST MORTGAGE RESTRICTIONS ON SECOND MORTGAGE; LIENS.** Mortgagor warrants to and covenants with Mortgagee, that Mortgagor is the fee simple owner of the Mortgaged Premises, subject only to the mortgage recited herein, and current taxes and assessments. Mortgagor further warrants and covenants that the mortgage includes no prohibitions against the Mortgagor's entering this Mortgage or requirements with which Mortgagor has not complied before entering this second Mortgage. Mortgagor shall promptly discharge any lien which has priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Mortgagee's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Mortgaged Premises; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Mortgaged Premises is subject to a lien which may attain a priority over this Mortgage, Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice to Mortgagor of the existence thereof.

**4. REPAIR OF MORTGAGED PREMISES; INSURANCE.** Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain adequate insurance in effect at all times against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time; all such insurance policies shall be placed with reliable companies acceptable to Mortgagee and shall contain proper clauses making all proceeds of such policies payable to all Mortgagees and the Mortgagor as their respective interests may appear. Copies of such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

If Mortgagor shall fail to maintain the Mortgaged Premises or insurance, Mortgagee, at its sole option may purchase such insurance coverage, or make said repairs, and all costs associated therewith shall be immediately due and payable by Mortgagor; if not so paid they shall be added to the balance owing on all obligations to Mortgagee by Mortgagor, secured by this Mortgage. Failure to maintain repairs or insurance shall also constitute default under Paragraph 7, hereof, whether or not Mortgagee has undertaken to purchase insurance or make such repairs. All such costs, so added, shall bear interest at the same rate as the remaining balance outstanding on all advances under the Agreement.

**5. APPLICATION OF INSURANCE PROCEEDS.** Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened by such repair, the insurance proceeds shall be applied to the sums secured by this Mortgage and the first mortgage, in order of priority, whether or not then due, with any excess paid to Mortgagor. Mortgagee may act as attorney-in-fact for Mortgagor in making, adjusting and settling claims under the insurance policies and endorsing Mortgagor's name on any drafts drawn by insurers of the Mortgaged Premises if Mortgagor fails to timely adjust or settle, or if Mortgagor has abandoned said premises.

**6. ADVANCEMENTS TO PROTECT SECURITY.** Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Mortgage. All sums so advanced and paid by Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest at the same rate as the remaining balance outstanding on all advances under the Agreement. Such sums may include, but are not limited to, insurance premiums, taxes, assessments, and liens which may be or become prior and senior to this Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or the Mortgaged Premises.

7. **DEFAULT BY MORTGAGOR; REMEDIES OF MORTGAGEE.** Any of the following shall be deemed to be an event of default:

- a. Failure of the Mortgagor to make any payment provided for herein or in the Agreement.
- b. Failure of the Mortgagor to perform or comply with any covenant, agreement or condition contained herein or in the Agreement.
- c. Acceleration of the indebtedness secured by this Mortgage for any reason.
- d. Abandonment of the Mortgaged Premises by the Mortgagor.
- e. If a petition in bankruptcy is filed by or against the Mortgagor or a trustee or receiver is appointed for the Mortgagor or for any part of the Mortgaged Premises or if the Mortgagor makes any assignment for the benefit of creditors.
- f. Default by a Mortgagor under the terms of any other Mortgage or other instrument imposing a lien upon the Mortgaged Premises.

Upon the happening of any event of default, the entire indebtedness secured hereby shall become immediately due and payable at the sole option of the Mortgagee, without notice to any signatory hereto, together with attorney's fees and all costs of collection permitted by law, and this Mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises or obtain other appropriate title evidence, or insurance upon such title, and may add the cost thereof to the principal balance due.

8. **RECEIVERSHIP.** Upon default hereunder or abandonment of the Mortgaged Premises, Mortgagee shall, subject to the claims of the first Mortgagee, if any, be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Mortgaged Premises and to collect the rents of the Mortgaged Premises including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Mortgaged Premises and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

9. **CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Mortgaged Premises, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to all Mortgagees in order of priority, except to the extent such proceeds exceed the sums of the then existing balance on all indebtedness secured by all such mortgages, plus all charges, fees, assessments and costs then attributable to said balance, whether or not in default, said excess proceeds to be the property of the Mortgagor.

10. **TRANSFER OF THE MORTGAGED PREMISES OR A BENEFICIAL INTEREST IN THE MORTGAGED PREMISES.** If all or any part of the Mortgaged Premises or any interest in it is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage, and the Mortgage may be foreclosed.

11. **INSPECTION.** Mortgagee or its agent may make reasonable entries upon and inspection of the Mortgaged Premises. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection.

12. **FUTURE ADVANCES.** Upon request of Mortgagor, Mortgagee, prior to release of this Mortgage, may make Future Advances to Mortgagor. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby, or when said advances are made pursuant to any terms of the Agreement secured hereby.

13. **NON-WAIVER; REMEDIES CUMULATIVE.** No delay by the Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of its rights hereunder shall be deemed a waiver of such rights, or shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

14. EXTENSIONS; REDUCTIONS; RENEWALS; CONTINUED LIABILITY OF MORTGAGOR. The Mortgagee, at its option, may extend the time for the payment of the indebtedness or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises, and any such extension, reduction or renewal shall not affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to Mortgagee.

15. GOVERNING LAW; SEVERABILITY. Except to the extent that federal laws and regulations control, this Mortgage shall be governed by the laws of the State of Indiana. Matters relating to the procedure by which this Mortgage may be foreclosed or enforced shall be governed by the laws of the jurisdiction in which the Mortgaged Premises is located. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

16. NOTICES. Any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by first class mail. The notice shall be directed to the Mortgaged Premises or to such other address as Mortgagor may have last specified by written notice to Mortgagee. Any notice to Mortgagee shall be given by delivering it or by first class mail directed to Mortgagee's address stated herein or to such other address as Mortgagee may have last specified by written notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given as provided in this paragraph.

17. GENERAL AGREEMENT OF THE PARTIES. All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this Mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and the masculine form shall mean and apply to the feminine or neuter. The titles of the several paragraphs of this Mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage this 6th day of November, 19 92.

John E. Essex  
SIGNATURE

Leslie D. Essex  
SIGNATURE

John E. Essex  
PRINTED

Leslie D. Essex  
PRINTED



**S & T FEDERAL CREDIT UNION**  
8400 Broadway • Merrillville, Indiana 46410

**Variable Rate Home Equity Lending Agreement**  
**Open/Closed End**

MEMBER John E. Essex		LOCATION Merrillville	SOCIAL SECURITY NO. 307-56-8193	LOAN IDENTIFICATION 18517-0
CREDITOR S & T Federal Credit Union		8400 Broadway		Merrillville, IN 46410
ANNUAL PERCENTAGE RATE*	Periodic Rate	Maximum Credit Limit		Minimum Advance
8.00 % *(See Paragraph 3 hereof)	.021918 % per day	\$ 10,000 .00		\$ 500 .00
Minimum Periodic Payment**		When Payments Are Due		
<input checked="" type="checkbox"/> 1.65% of the Initial loan account balance, or fifty dollars (\$50.00), whichever is greater as explained in paragraph 4. <input type="checkbox"/> Other: ** (See Paragraph 4 hereof)		Due <u>15th</u> day of each month Starting <u>12-15-92</u>		

**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

John E. Essex and N/A (individually and collectively referred to as "Borrower") agrees to be bound by this Agreement and jointly and severally promises to pay to the order of the S & T Federal Credit Union (the "Credit Union") all sums due under this Agreement, without relief from valuation and appraisal laws, according to the following terms:

**1. EXTENSIONS OF CREDIT:** For a period of 120 months from the date of this Agreement, Borrower, individually or jointly, may obtain, and the Credit Union is obligated to make, extensions of credit up to the Maximum Credit Limit in an amount not less than the Minimum Advance. The Borrower may obtain such extensions of credit in person at any of the Credit Union's offices or by any other means approved by the Credit Union. The Borrower must be a member of the Credit Union at the time the Borrower requests an Extension of Credit and agrees to follow the Credit Union's rules and requirements for requesting such extensions of credit. The Borrower will at no time permit the balance loaned under this Agreement to exceed the Maximum Credit Limit set out above.

**2. FINANCE CHARGES:** Borrower will pay the Credit Union a FINANCE CHARGE on the amount of credit extended. The FINANCE CHARGE will begin to accrue on the date any sums are disbursed to Borrower under this Agreement. The FINANCE CHARGE is calculated as of the last day of each month.  
The amount of the FINANCE CHARGE will be determined by multiplying the daily unpaid balance by the Periodic Rate. The balance used to calculate this FINANCE CHARGE is the actual balance in the account at the beginning of each day.

**\*3. ANNUAL PERCENTAGE RATE:** The ANNUAL PERCENTAGE RATE may change each month and will be equal to the sum of the highest Prime Rate as published in *The Wall Street Journal* on the last day of the previous month on which *The Wall Street Journal* publishes a Prime Rate (the "Index") plus 1.5% (the "Margin"), rounded to the nearest 0.25%. A change in the ANNUAL PERCENTAGE RATE will go into effect on the 1st of the month for which a FINANCE CHARGE is assessed. The ANNUAL PERCENTAGE RATE will not change more often than monthly. The Periodic Rate will be equal to the ANNUAL PERCENTAGE RATE divided by 365. Increases in the ANNUAL PERCENTAGE RATE will have the effect of increasing FINANCE CHARGES. If the Minimum Periodic Payment is "interest only," and the ANNUAL PERCENTAGE RATE increases, the Minimum Periodic Payment will increase. The ANNUAL PERCENTAGE RATE will not be greater than that allowed by applicable law or 18.00%, whichever is less. The ANNUAL PERCENTAGE RATE will continue to apply, even after default, to all amounts outstanding until all sums have been paid in full. The minimum ANNUAL PERCENTAGE RATE will be not less than 8.00%.

**\*\*4. PERIODIC PAYMENTS:** Until all outstanding credit is paid, Borrower will make periodic payments in amounts not less than the amount set forth above as the Minimum Periodic Payment and on or before the date set out under "When Payments Are Due". Your minimum monthly payment will equal 1.65% of the initial loan account balance (principal plus interest) or fifty dollars (\$50.00), whichever is greater, and will remain at that amount until new advance is made. At that point, the new payment will be 1.65% of the new loan account balance.

Unless sooner paid, all outstanding credit, accrued and unpaid interest and other charges for which Borrower is liable under this Agreement, will be due and payable on the 15th of each month.

Payments will first be applied to paying the FINANCE CHARGE due and then to reducing Borrower's unpaid principal balance. If the accrued FINANCE CHARGE is greater than the payment made, then the unpaid portion of the FINANCE CHARGE will be paid by subsequent payments and not added to the unpaid principal balance.

Borrower may pre-pay all or any portion of the loan at any time, without any penalty.

The Credit Union will send Borrower periodic statements reflecting all transactions and charges. The periodic statement will be considered correct unless Borrower notifies the Credit Union of errors in it within sixty (60) days after the Credit Union mails it to Borrower.

5. SECURITY: This Agreement is secured by a Mortgage on real estate (the "Real Estate") executed the same date as this Agreement. The Mortgage shall continue in force as an enforceable lien against the real estate therein described, so long as the Borrower may obtain extensions of credit, even if, from time to time, there is no balance outstanding, and thereafter for so long as any sum remains unpaid under this Agreement. However, that Mortgage does not secure any other loans of Borrower made with the Credit Union unless Borrower and the Credit Union have specifically agreed in writing. As additional security, Borrower pledges all shares, interest on shares, and additions thereto, held in the Credit Union. Collateral securing other loans may also secure this loan.

6. FEES AND CHARGES:

- (a) At closing, the Borrower will pay the amount of fees charged by third persons for providing evidence of title, appraisals, credit reports and recording fees charged by a government agency.
- (b) If Borrower requests an extension of credit which would cause your account balance to exceed the Maximum Credit Limit, Borrower will pay a fee of \$20.00, whether or not the Credit Union honors such request.
- (c) If the full amount of a monthly payment is not received by the Credit Union within 10 days after its due date, Borrower will pay a late charge to the Credit Union equal to 5% of the monthly payment or \$20.00, whichever is greater.
- (d) If a HELP check is written for less than the minimum amount (\$500) and the check is honored by the payee the borrower will pay a processing fee of \$20.00.

7. PROPERTY INSURANCE: Borrower must obtain property insurance and keep the property securing this loan insured against fire and other hazards. This insurance is not obtainable from or through the Credit Union. Borrower may obtain this insurance from any insurance company acceptable to the Credit Union.

8. DEFAULT: Subject to notification which may be required by applicable law, this Agreement will be in default (i) if Borrower:

- (a) Does not make any payment on or before the date on which it is due;
- (b) Has made or makes any false statement, representation or warranty to the Credit Union; or
- (c) By action or inaction, adversely affects the Credit Union's security for this Agreement or the Credit Union's rights in such security.

Upon the occurrence of any event of default the Credit Union may terminate this Agreement as to future advances and may also, at its sole option, declare the entire unpaid balance of all advances made plus interest and all other sums owed immediately due and payable without notice or demand.

9. SUSPENSION OF CREDIT: At any time, and upon such notice as is required by applicable law, the Credit Union may prohibit additional extensions of credit or reduce the Maximum Credit Limit during any period in which:

- (a) The value of the Real Estate declines significantly below its value used for this Agreement;
- (b) The Credit Union reasonably believes that Borrower will be unable to pay the amounts owed under this Agreement because of a material change in Borrower's financial condition;
- (c) Government action prevents the Credit Union from charging the Annual Percentage Rate called for in this Agreement;
- (d) Because of government action, the value of the Credit Union's interest in the security for this Agreement is less than 120% of the Maximum Credit Limit;
- (e) The Annual Percentage Rate reaches 18%;
- (f) Borrower is in default of any material obligation under the Agreement. Borrower agrees that Borrower's membership in the Credit Union is a material obligation.

10. WAIVER AND OTHER PROVISIONS:

- (a) To the extent permitted by applicable law, Borrower waives demand and presentment for payment, protest, notice of protest and notice of nonpayment or dishonor of this Agreement.
- (b) The Credit Union's acceptance of any delinquent or non-conforming payment or other performance under this Agreement will not constitute a waiver of any of the Credit Union's rights under this Agreement or the Mortgage.
- (c) Except to the extent limited by law, Borrower will pay all costs of collection, including court costs, reasonable attorney's fees, and expenses.
- (d) If a court finds any term or provision of this Agreement invalid or unenforceable, all of the other terms and provisions will still be enforceable. This Agreement and its terms and provisions are to be considered as severable.
- (e) Except to the extent that federal laws and regulations apply, questions about this agreement will be decided by Indiana law.

11. CREDIT INFORMATION UPDATES: Borrower will provide the Credit Union with updated personal credit and financial information from time to time as requested by the Credit Union. Borrower authorizes the Credit Union to make additional inquiries pertaining to Borrower's employment, credit standing, and financial condition, at any time, without notice to Borrower.

12. CHANGE IN TERMS: Subject to the limitations of applicable law, the Credit Union may change this Agreement at any time by giving Borrower such notice as required by law. The change will apply both to new advances made on or after the effective date of the change and to any unpaid outstanding balance owed to the Credit Union by Borrower on the effective date of the change. The Credit Union may at any time temporarily reduce the ANNUAL PERCENTAGE RATE by any means or method, including a temporary reduction in the Margin.

John E. Essex  
BORROWER

\_\_\_\_\_  
BORROWER

John E. Essex  
PRINTED

\_\_\_\_\_  
PRINTED

Date: 11-06-92

Date: \_\_\_\_\_



STATE OF INDIANA  
COUNTY OF Lake

} SS:

Before me, a Notary Public in and for said County and State, personally appeared John E. Essex

~~and Leslie D. Essex~~

who acknowledged the execution of the foregoing Real Estate Mortgage.

WITNESS MY HAND AND NOTARIAL SEAL this 6<sup>th</sup> day of November, 1992



Ida M. Trajkovich  
Signature

Printed Ida M. Trajkovich

Residing in Lake County, Indiana

My Commission Expires:

3-12-96

This Instrument Prepared by: Brenda Starbuck

Return to S&T Federal Credit Union, 8400 Broadway, Merrillville, Indiana 46410.