Open and Credit Open and Credit REAL ESTATE MORTGAMPHIN (46207 chase Money)

Return to: First American Title Insurance Company

	MORTGAGE DAT	E	***********	 ·····
ĺ	February	16,	1993:	

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, Mortgagee is obligated to make advances on a continuing basis, for seven (7) years, up to the principal amount shown below (Mortgagor's Credit Limit), 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 NUMBER 99 , PLUME CRE	EK VILLAGE, 6TH ADDITIO	ON, BLOCK 3 TO THE TOWN	OF SCHERERVILLE,
INDIANA AS RECORDED IN	PLAT BOOK 62, PAGE 26,	IN THE OFFICE OF THE R	ECORDER OF LAKE STATE
COUNTY, INDIANA			
MORTGAGOR(S)	Docut	MORTGAGEE	Or O SE
NAME(S)		THRANE TO TO	温の 星 間点
PEOPLES BANK FSB, AS TR PROVISIONS OF A TRUST A 3RD DAY OF FEBRUARY 199	GREENENT DATED THE	FIREDPLES BANK	四产 星 影悠
ADDRESS		ADDRESS	
313: PLUM CREEK DRIVE	the Lake Cou	nty 92040COLUMBIA-A	VENUE
CITY	THE CONTRACTOR CONTRAC	CITY	
SCHERERVILLE		MUNSTER	
LAKE	INDIANA	LAKE.	INDIANA
PRINCIPAL AMOUNT			
TEN THOUSAND & .00/100		DOLLARS	\$ 10,000.00
COLLATERAL FOR ACCOUNT. T	his Mortgage is given to secure the agre	ements specified in this Mortgage as we	ell as the Account Contract between Mor-

tgagor(s) and Mortgagee which this Mortgage

PAYMENT. The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Contract between Mortgagor(s) and Mortgagee which is 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: Provided that such approval shall not be unreasonably withheld. The Mortgagor(s) will pay all taxes, assessments and other charges when they are due.

Unless Mortgagee and Mortgagor(s) otherwise agree in writing, inserance of seconds 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) the Deperty is abandoned by Mortgagor(s), or if Mortgagor(s) fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgager to Mortgagor(s) that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagees option either to restoration or repair of the Property or to the sums secured by this Mortgage.

PAYMENT OF SUPERIOR INTEREST. The Mortgagor(s) will pay all mortgage indebtedness to be declared in default. Mortgagor(s) shall promptly discharge any lien other than the first mortgage which maintains a priority 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 therefore related to Mortgagee's interest in the Property.

FORBEARANCE BY MORTGAGEE NOT A WAIVER. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver 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 herein 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 foreclosure 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, if 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 defend generally the title to the Property against all claims and demands, subject to any encumbrances, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance.

spolicy insuring Mortgagee's interest in the Property.

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

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signed and sealed by Morigagor(s):	
X .	X.
Peoples Bank FSB as trustee under the provof a trust agreement dated the 3rd day of X Known as Trust Number 10087 : see attache	February 1993
DTARIZATION	The state of the s
On the Mortgage Date	shown above, the named Mortgagor(s) personally appeared before metan execution of the Mortgage was his, her, for their free act and deed.
> ss. 4Date	•
County of EIAKEL Y	Notary Public's
My Commission Expires	Signature X Notary's Name
	GOUNTRY,
Prepared By: BARBARA_BAME Address: PEOPLES BANK FSB Gity & State: 9204_ COLUMBIA	PÉÓPI-ES RANK-ESR
Doc C	cument is
1989 Great Lakes Business Func. In ISTOM EQUITY MOREGAGE	OFFICIAL!
This Docume	ent is the property of
the Lake (County Recorder!



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Return to: First American Title Insurance Compan 5265 Commerce 1) rive Grown Point, IN 46307

Attachment to mortgage to Peoples Bank, A Federal Savings Bank for \$ 10,000.00 to Land Trust # 10087 This mortgage is executed by Peoples Bank, A Federal Savings Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Peoples Bank, A Federal Savings Bank or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way of said note.

perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against affect the personal liability of any co-signer, endorser or guarantor PEOPLES BANK, A FEDERAL SAVINGS BANK, Donot personal ly provisions NOT of a Trust Agreement dated February 3, and known as Trust This Docur ently the property of the Lake County Recorder! ATTEST: Frank J. Bochnowski Vice-President and Trust Office Vinda L. Baker Assistant-Secretary State of Indiana County of Lake a Notary Public in and for said County in I, Joyce M. Barr the State aforesaid, NO HEREBY CERTIFY, that Erank J. Bochnowski and Linda L. Baker of PEOPLES BANK, A FEDERAL SAVINGS BANK, a United States Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said United States Corporation, as Trustee, for the uses and purposes therein set of February , 19 93 My Commission Expires: March 11, 1994 Notary Public