

FA-8286 93014554  
**Open End Credit**  
**REAL ESTATE MORTGAGE**

Return to:  
**First American Title Insurance Company**  
 5265 Commerce Drive  
 Crown Point, IN 46007

MORTGAGE DATE  
 February 26, 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 Mortgageor(s) is advised to consult Mortgagee directly. In consideration of Mortgagee's obligation to make continued advances to Mortgageor(s) under Mortgageor(s) Account, Mortgageor(s) mortgages and warrants to the Mortgagee, its successors and assigns, forever, the land and property described and described as noted below, together with all interest in the property or right, privilege or improvement belonging or passable with the property, and all rights of way of the property and all buildings and fixtures.

**PROPERTY DESCRIPTION:**

SOUTH 17.5 FEET OF LOT 29 AND THE NORTH 22.5 FEET OF LOT 28, IN BLOCK 7, IN ROXANA PARK ADDITION TO EAST CHICAGO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20, PAGE 49, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

**MORTGAGOR(S)**  
 NAME(S)

EDWARD J. KOWALSKI

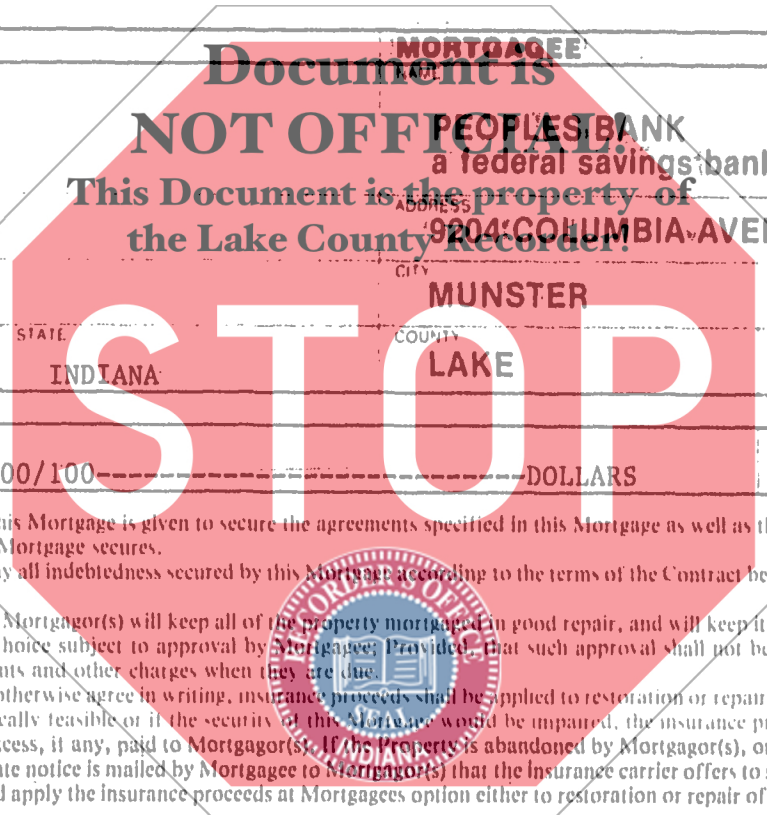
ADDRESS  
 5618 BARING AVENUE

CITY  
 EAST CHICAGO

COUNTY  
 LAKE INDIANA

**PRINCIPAL AMOUNT**

TWENTY THOUSAND & .00/100 DOLLARS \$ 20,000.00



STATE OF INDIANA'S S.S.N.C.  
 LAKE COUNTY  
 FILED FOR 2004  
 RECORDER  
 SAMUEL WELLS  
 MAR 5 10 23 AM '93  
 INDIANA

**COLLATERAL FOR ACCOUNT.** This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account Contract between Mortgageor(s) and Mortgagee which this Mortgage secures.

**PAYMENT.** The Mortgageor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Contract between Mortgageor(s) and Mortgagee which is secured by this Mortgage.

**COLLATERAL PROTECTION.** The Mortgageor(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 Mortgageor's choice subject to approval by Mortgagee. Provided, that such approval shall not be unreasonably withheld. The Mortgageor(s) will pay all taxes, assessments and other charges when they are due. Unless Mortgagee and Mortgageor(s) otherwise agree in writing, 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 Mortgageor(s). If the Property is abandoned by Mortgageor(s), or if Mortgageor(s) fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgageor(s) that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**PAYMENT OF SUPERIOR INTEREST.** The Mortgageor(s) will pay all mortgage indebtedness to be declared in default. Mortgageor(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 Mortgageor(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 Mortgageor(s) provided for in this Mortgage shall be given by mailing such notice address to Mortgageor(s) at the Property Address or at such other address as Mortgageor(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 Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgageor(s) as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgageor(s) or Mortgagee when given in the manner designated herein.

**DUE ON SALE.** In the event the Mortgageor(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 Mortgageor(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 Mortgageor(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 Mortgageor(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.** Mortgageor(s) hereby waives all rights of valuation and appraisement.

**ADDITIONAL PROVISIONS.** Mortgageor(s) covenants that Mortgageor(s) is lawfully seized 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 Mortgageor(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 policy insuring Mortgagee's interest in the Property.

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

1500 per

**SIGNATURES - MORTGAGOR(S)/WITNESSES**

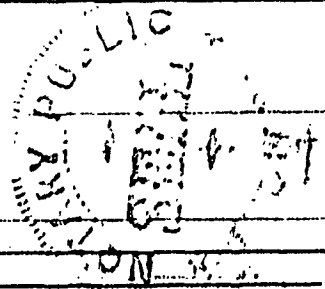
Signed and sealed by Mortgagor(s):

X Edward J. Kowalski  
Mortgagor's Signature **EDWARD J. KOWALSKI**

X \_\_\_\_\_  
Mortgagor's Signature

X \_\_\_\_\_  
Mortgagor's Signature

X \_\_\_\_\_  
Mortgagor's Signature



**NOTARIZATION**

On the Mortgage Date shown above, the named Mortgagor(s) personally appeared before me and acknowledged that the execution of the Mortgage was his, her, or their free act and deed

State of Indiana

County of Lake

My Commission Expires February 2, 1996

Date 2/26/93

Date February 26, 1993

Notary Public's  
Signature

X JoAnn Duhon

Notary's Name JoAnn Duhon

Lake COUNTY, Resident

Prepared By: BARBARA BAME  
Address: 9204 COLUMBIA AVE  
City & State: MUNSTER IN 46321

When Recorded Return To: CONSUMER LOAN DEPT  
PEOPLES BANK FSB  
9204 COLUMBIA AVENUE  
MUNSTER, INDIANA 46321

1989 Great Lakes Business Forms, Inc.  
CUSTOM EQUITY MORTGAGE

