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

Reopentione. MORTGAGE DATE

APRIL 1145 1994

## 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, Mor-Igages 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 advisted to consult Mortgagee directly. In consideration of Mortgagee's obligation to make continued advances to Mortgagor(s) under Mortgagor(s) Account, Mortgagor tgagor(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 of the property and all buildings and fixtures. buildings and fixtures,

PROPERTY DESCRIPTION		and the second section of the contract of the second section of the
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MORTGAGOR(S)	MORTGAGEE	Comment of the second of the s
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LAKE INDIANA	COUNTY	STATE INDIANA, III
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COLLATERAL FOR ACCOUNT. This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account Contract between Mortaagor(s) and Mortgagee which this Mortgage secures.

PAYMENT: The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Contract between Mortgagor(s) and Mortgagee's 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 Mor-

tgagor(s) will pay all taxes, assessments and other charges when they are due.

Unless Mortgagee and Mortgagor(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 seasible 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). If the Property is abandoned by Mortgagor(s), of if Mortgagor(s) fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgager(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 Mortragor(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 walver 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 mall, 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 Mor-

tgagee'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 Morigage or commit any other act or omission as specified in the Account Contract which is secured by this Morigage 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 other-

wise affect the real estate being mortgaged hereunder.

WAIVERIOF VALUATIONIAND 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 defendigenerally the title toolthe Property against all claims and demands, subjectito 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. Morigagor(s) agree to paynandithis Morigage shall secure the payment of all costs of foreclosure, including but not limited to,

ireasonable attorney fees acosts of abstract attile insurance; court and advertising costs.

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On this 14TH day of APRIL 1994  Tor said County personally appeared MIRKO KRASIC AND DONNA  Witness my band and official seal.  My Commission expires: AUGUST 6 1996	County ss:  , before me, the undersigned a Notary Public in and KRASIC, HUSBAND AND WIFE acknowledged the execution of the foregoing instrument.  TOPHER A GRENCIK  Notary Public
Prepared By: CHRISTOPHER GRENCIK	When Recorded Return To:  PEOPLES BANK FSB CONSUMER LOAN DEPARTMENT 9204 COLUMBIA AVENUE MUNSTER, INDIANA 46321
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