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STATE OF INDIANA
LAKE COUNTY
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MARGARETTE CLEVELAND
RECORDER

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Chicago Tide Insurance Company

AVONDALE PRIME LOAN
MORTGAGE
(INDIVIDUALS - INDIANA)

Loan Number 77-912011-4

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THIS MORTGAGE ("*Mortgage*") is given on 10/27/95 by the Mortgagor JAMES A. TARKA UNMARRIED (herein "*Borrower*"), to the Mortgagee, AVONDALE FEDERAL SAVINGS BANK, its successors and/or assigns, a federally chartered savings bank, whose address is 20 North Clark Street, Chicago, Illinois 60602 (herein "*Lender*").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTEEN THOUSAND Dollars \$15000.00 ("*Maximum Amount*"), or so much of that sum as may be advanced pursuant to the obligation of Lender (whichever is lesser), and evidenced by Borrower's Note, dated the same date as this Mortgage providing for monthly payments of principal and/or interest and, with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 1, 2005; ("*Maturity Date*") unless extended pursuant to paragraph 22 hereof.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note (including, but not limited to, such future advances ("*Future Advances*") as are described in paragraph 18 hereof, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the property legally described in the attached Exhibit "A" located in the county of LAKE, State of Indiana, which has the address of:

3104 LAPORTE, HIGHLAND, INDIANA 46322 ("*Property address*")

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall

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be deemed to be and remain part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as "Property".

Borrower covenants that Borrower 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 Lender's interest in the Property, and that Borrower 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 Lender's interest in the Property.

BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. **PAYMENT OF PRINCIPAL AND INTEREST:** Borrower shall promptly pay when due without setoff, recoupment, or deduction, the principal of and the interest on the indebtedness evidenced by the Note, and late charges and other charges as provided in the Note, including the principal of and interest on any Future Advances secured by this Mortgage.

2. **APPLICATION OF PAYMENTS:** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof, shall be applied by Lender first in payment of interest due on the Note, then to principal of the Note, including any amounts considered as added thereto under the terms hereof.

3. **CHARGES, LIENS:** Borrower shall promptly pay or cause to be paid all obligations secured by a mortgage or trust deed affecting the Property and all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage with respect to any sum, including, but not limited to, Future Advances, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender or shall in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. **HAZARD INSURANCE:** Borrower shall keep the improvements now existing, or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and all other mortgages and trust deeds with respect to the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; *provided*, that such approval shall not be unreasonable withheld. All premiums on insurance policies shall be paid by Borrower in a timely manner when due. If Borrower fails to maintain the coverage described above, Lender may, at Lender's option obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower 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 is not thereby impaired. If such restoration or repair is not economically feasible or 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 Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. The 30-day period will begin when notice is given.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments. If under paragraph 16 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **PRESERVATION AND MAINTENANCE OF PROPERTY, LEASEHOLDS, CONDOMINIUMS, PLANNED UNIT DEVELOPMENTS:** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating, or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a Condominium or Planned Unit Development Rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such Rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the Rider were a part hereof.

6. **PROTECTION OF LENDER'S SECURITY:** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or any mortgage or trust deed affecting the Property, or if any action or proceeding is

commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, condemnation or forfeiture, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be considered as so much additional principal due under the Note payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. **INSPECTION:** Lender may make or cause to be made reasonable entries upon and inspections of the Property, providing that Lender shall give Borrower notice prior to any such inspection specifying, reasonable cause therefore related to Lender's interest in the Property.

8. **CONDEMNATION:** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to the Borrower. In the event of a partial taking of the property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sum secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments or any payment due under this Mortgage or the Note or change the amount of such installments.

9. **BORROWER NOT RELEASED:** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to

release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. **FORBEARANCE BY LENDER NOT A WAIVER:** Any forbearance by Lender 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 Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **REMEDIES CUMULATIVE:** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **SUCCESSORS AND ASSIGNS BOUND, JOINT AND SEVERAL LIABILITY, CAPTIONS:** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. **NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice addressed to Borrower by regular first class mail at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. **GOVERNING LAW, SEVERABILITY:** This Mortgage shall be governed by federal law and the law of Indiana. The Note is governed by federal and Illinois law. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. Time is of the essence of this Agreement. Borrower shall be furnished with a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender at its option may choose to make this refund by reducing the principal owed

under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

15. **TERMINATION AND ACCELERATION** Lender at its option may terminate the availability of loans under the Note, declare all amounts owed by Borrower to Lender under the Note to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement secured by this Mortgage, (b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or (c) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage, (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Note. If it becomes necessary to foreclose this Mortgage by judicial proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to attorneys' fees, if any, allowed by applicable law and costs of documentary evidence abstracts and title reports.

16. **ACCELERATION, REMEDIES:** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Mortgage (but not prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, attorneys' fees, if any, allowed by applicable law and costs of title evidence.

17. **ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER, LENDER IN POSSESSION:** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; *provided*, that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to

payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

18. *REVOLVING CREDIT LOAN AND FUTURE ADVANCES:* This Mortgage is given to secure a revolving credit loan, unless otherwise agreed. The Holder of the Note secured by this Mortgage is secured not only for presently existing indebtedness under the Note but also Future Advances whether those advances are obligatory or made at the option of the Lender or otherwise as requested from time to time for a period no longer than the Maturity Date, or unless extended pursuant to paragraph 22, to the same extent as if such Future Advances were made on the date of the execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made unless the amount requested when added to the then outstanding principal balance would exceed the Maximum Amount, or there shall then exist a default under the terms of the Note or Mortgage, or there shall then exist a federal, state, or local statute, law, or ordinance, or a decision by any tribunal which (in the reasonable opinion of any Holder of the Note) adversely affects the priority or validity of the Note or this Mortgage, or the Borrower shall no longer own the Property, or the Borrower is involved in bankruptcy or insolvency proceedings. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the Maximum Amount.

The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including Future Advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Note, or any other document with respect thereto) at any one time outstanding shall not exceed one hundred fifty percent of the Maximum Amount, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

19. *RELEASE:* Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower and also pay all costs of recordation, if any.

20. *WAIVER OF VALUATION AND APPRAISEMENT:* Borrower hereby waives and relinquishes all rights and benefits of valuation and appraisal.

21. *REDEMPTION OF WAIVER:* Except where this Mortgage covers any land which, at the time of execution thereof, is improved with a dwelling for use by not more than six families or is given to secure a loan to be used, in whole or in part, to finance the construction of dwelling for use by not more than six families and except where this Mortgage covers any land which, at the time of execution thereof, is used or intended to be used for

agricultural purposes, the Borrower hereby waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage, on behalf of the Borrower, the Borrower's estate and all persons beneficially interested therein, and each and every person to the full extent permitted by the provisions of applicable law.

22. **RIGHT TO EXTEND:** The Maturity Date, from time to time, may be extended for such time and upon such conditions as may be mutually agreed upon by Lender and Borrower; *provided, however,* in no event shall the maturity Date be extended beyond a date more than twenty (20) years from the date of this Mortgage.

NOTHING CONTAINED HEREIN SHALL IN ANY WAY OBLIGATE LENDER TO GRANT ANY EXTENSIONS OF THE MATURITY DATE. The extension of the Maturity Date, if any, shall not, unless otherwise agreed to, affect any of the terms, covenants and conditions of this Mortgage which shall remain in full force and effect throughout any of said extension periods.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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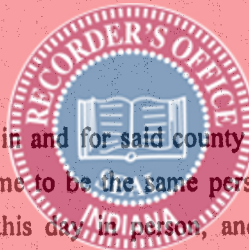
James A. Tarka
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JAMES A. TARKA

STOP

STATE OF INDIANA)

COUNTY OF Lake)

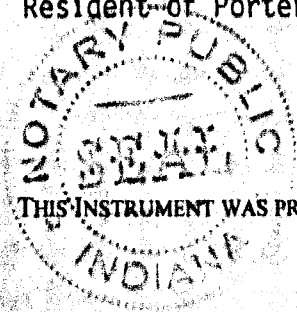


I, the undersigned, a Notary Public in and for said county and state, do hereby certify that JAMES A. TARKA UNMARRIED, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instruments as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of October, 1995

My Commission expires: 9/9/98

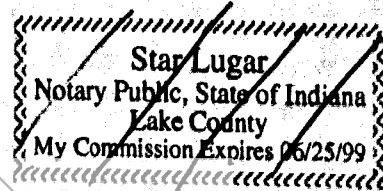
Resident of Porter County



Debra Lewis

Notary Public Signature
Debra Lewis

THIS INSTRUMENT WAS PREPARED BY AND MUST BE MAILED TO:



Avondale Federal Savings Bank

20 North Clark

Chicago, IL 60602

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the Lake County Recorder!**

STOP



EXHIBIT "A"

LEGAL DESCRIPTION:

LOT S 1 AND 2, BLOCK 2, GOLFMOOR, IN THE TOWN OF HIGHLAND, AS
SHOWN IN PLAT BOOK 21, PAGE 56, IN LAKE COUNTY, INDIANA.



PROPERTY TAX NUMBER: 27-72-1 UNIT 16

PROPERTY ADDRESS: 3104 LA PORTE
HIGHLAND, IN 46322

LOAN NUMBER: 77-912011-4