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NBD Bank, N.A.

Future Advance Mortgage (Line of Credit) - Indiana

This Mortgage is made on April 07, 1997, between the Mortgagor,

Patrick Mysliwy and Lydia Skurka and Peoples Bank, A Federal Savings Bank, as trustee under the provisions of a Trust Agreement dated January 2, 1987 and known as Trust 6028

whose address is 28 Indi Illi Parkway Hammond In 46324 and life Mortgagee, NBD Bank, N.A.,

a national banking association, whose address is One Indiana Square 7152 Indianapolis In 46266

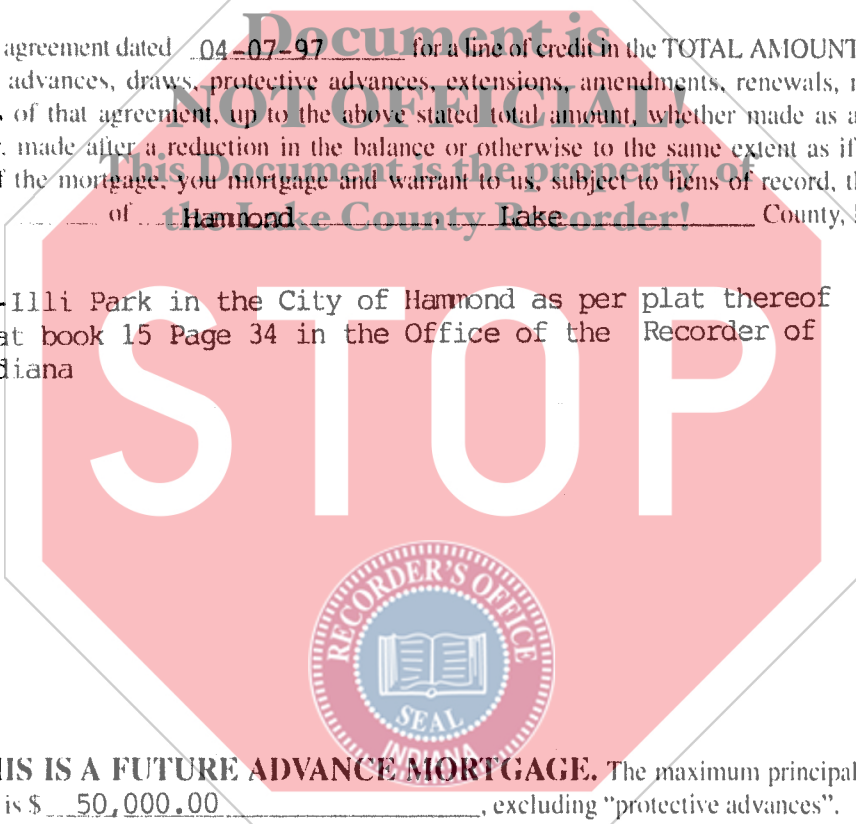
(A) Definitions.

- (1) The word "Borrower" means each person who has signed the loan agreement described below under "Security".
- (2) The words "Mortgagor", "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.
- (3) The words "we", "us", "our" and "Bank" mean the Mortgagee and its successors or assigns.
- (4) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights.

(B) Security.

As security for a loan agreement dated 04-07-97 for a line of credit in the TOTAL AMOUNT of \$ 50,000.00, including all future advances, draws, protective advances, extensions, amendments, renewals, modifications, refinancing and/or replacements of that agreement, up to the above stated total amount, whether made as an obligation, made at the option of the lender, made after a reduction in the balance or otherwise to the same extent as if the future advances were made on the date of the mortgage, you mortgage and warrant to us, subject to liens of record, the Property located in the City of Hammond Lake County, Indiana, described as:

Lot 22 in Indi-Illi Park in the City of Hammond as per plat thereof recorded in plat book 15 Page 34 in the Office of the Recorder of Lake County Indiana



(C) Future Advances. THIS IS A FUTURE ADVANCE MORTGAGE. The maximum principal amount of all advances secured by this Mortgage is \$ 50,000.00, excluding "protective advances".

(D) Mortgagor's Promises. You promise to:

- (1) Perform all duties of this Mortgage.
- (2) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can pay them, if we choose, and add what we have paid to the amount owed us under the loan agreement, with interest, to be paid as provided in the loan agreement.
- (3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the Property without our prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage.
- (4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
- (5) Keep the Property insured against loss or damage caused by fire or other hazards with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of the loan. You must deliver a copy of the policy to us if we request it. If you do not obtain insurance, or pay the premiums, we may do so and add what we have paid to the amount owed us under the loan agreement with interest to be paid as provided in the loan agreement. At our option, the insurance proceeds may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property.
- (6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.

NBD 118 981 Rev. 9/96

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Return: NBD Bank, 3585 Broadway, Merri.

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(E) **Environmental Condition.** You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of any hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.

(F) **Default.** If you do not keep the promises you made in this Mortgage or if Borrower fails to meet the terms of the loan agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in the loan agreement including, but not limited to, those stated in the Default, Remedies on Default, and/or Reducing the Credit Limit paragraphs or as otherwise provided by applicable law. If we accelerate the outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law, including foreclosure by advertisement. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation

or remediation paid for by us, then to reasonable attorney's fees and then to the amount owed us under the loan agreement.

(G) **Due on Sale.** If you sell or transfer all or any part of the Property or any interest in the Property without our prior written consent, the entire balance of what is owed us under the loan agreement is due immediately.

(H) **Eminent Domain.** In the event of any taking under the power of eminent domain, you assign the entire proceeds of any award or payment and any interest to us.

(I) **Other Terms.** We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the loan agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect. We may, at our option, extend the time of payment of any part or all of the indebtedness secured by this Mortgage, reduce the payment or accept a renewal note, without the consent of any junior lienholder. No such extension, reduction or renewal shall impair the lien or priority of this Mortgage, nor release or discharge this Mortgage.

By Signing Below, You Agree to All the Terms of This Mortgage.

X *Patrick A Mysliwy*
Mortgagor

PATRICK A MYSLIWI

X *Lydia M Skurka*
Mortgagor

LYDIA M SKURKA

STATE OF INDIANA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this 7TH day of APRIL 1997

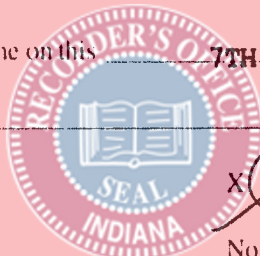
by ~~PATRICK MYSLIWI~~ ~~LYDIA SKURKA~~, Mortgagors.

Drafted by:

DIANE L GORDON

**ONE INDIANA SQUARE, SUITE M1304
INDIANAPOLIS, IN 46266**

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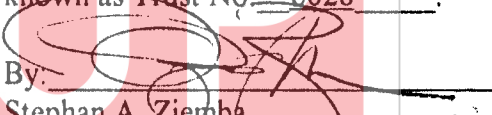
X *Gloria M Flores*
Notary Public, Lake County, Indiana
My Commission Expires: 9-13-2000
My County of Residence: Lake

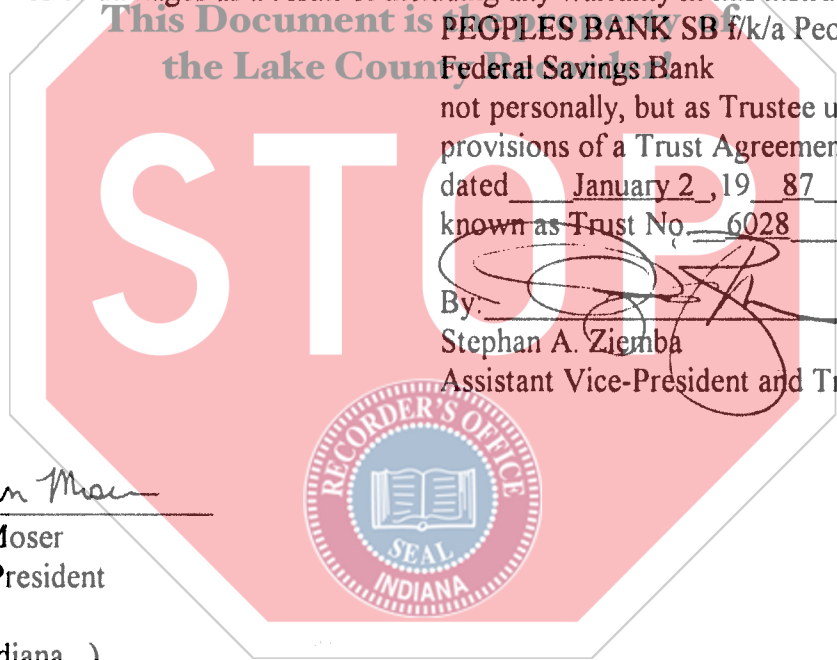
When recorded, return to:

**NBD - HOME EQUITY CENTER
ONE INDIANA SQUARE, SUITE M1304
INDIANAPOLIS, IN 46266**

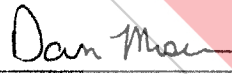
Attachment to mortgage to NBD Bank, N.A.
 for \$ 50,000.00 to Land Trust# 6028. This mortgage is executed
 by Peoples Bank SB, f/k/a Peoples Bank, A Federal Savings Bank not personally but as
 Trustee as aforesaid, in the exercise of the power and authority conferred upon and
 vested in it as such Trustee, 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 SB f/k/a 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 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 and out of the property hereby conveyed by enforcement of the
 provisions hereof and of said note, but his waiver shall in no way affect the personal
 liability of any co-signer, endorser or guarantor of said note. Nothing contained herein
 will be construed as creating any liability on said Trustee, personally under the provisions
 of the Comprehensive Environmental Response, Compensation and Liability Act,
 (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from
 time to time or any other federal, state or local law, rule or regulation. Said Trustee,
 personally is not a "Transferor" or "Transferee" under RPTL and makes no
 representations concerning any possible environmental defects. In making any warranty
 herein the Trustee is relying solely on information furnished to it by the beneficiaries and
 not of its own knowledge and specifically exculpates itself from any liabilities,
 responsibilities or damages as a result of including any warranty in this instrument.

NOT A PUBLIC DOCUMENT
 This Document is the property of
 the Lake County Recorder's Office

PEOPLES BANK SB f/k/a Peoples Bank,
 Federal Savings Bank
 not personally, but as Trustee under
 provisions of a Trust Agreement
 dated January 2, 19 87 and
 known as Trust No. 6028
 By: 
 Stephan A. Ziembra
 Assistant Vice-President and Trust Officer



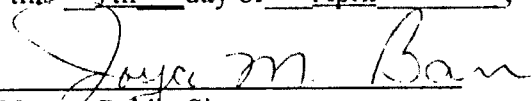
ATTEST:

By: 
 Dan Moser
 Vice President

State of Indiana)
) SS:
 County of Lake)

I, Joyce M. Barr, a Notary Public in and for said County in the State aforesaid, DO
 HEREBY CERTIFY, that Stephan A. Ziembra and Dan Moser of PEOPLES BANK SB,
 an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank personally known to
 me to be the same persons whose names are subscribed to the foregoing instrument as
 such Assistant Vice-President and Trust Officer and Vice President 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 the
 said Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of April,
 19 97.
 My Commission Expires:
3-11-98


 Notary Public Signature

Resident of Lake County

Joyce M. Barr