

Indiana

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

97 DEC 23 AM 10:17

MORRIS W. CARTER
RECORDER

This mortgage has been prepared by, and once recorded, should be returned to:

KEY FEDERAL SAVINGS BANK
P.O. Box 3037
Baton Rouge, LA 70821-3037
CATHERINE M. JOHNSTON

MORTGAGE

THIS MORTGAGE is dated this 22nd day of November, 1997, between the Mortgagor, VIVIAN S SYDNOR, whose address is 4272 WEST 21 AVE. GARY, IN 46404-0000 (herein "Borrower"), and the Mortgagee, KEY FEDERAL SAVINGS BANK., a federal savings bank organized and existing under the laws of the United States, whose address is One Ames Plaza, Rehoboth, Delaware 19971, (herein "Lender").

WHEREAS, Borrower desires to secure to Lender the prompt repayment of the indebtedness evidenced by that certain Credit Card Home Equity Agreement between Borrower and Lender, dated November 22, 1997, together with all extensions, renewals, modifications, refinancings and substitutions therefor (herein "Credit Agreement"), with interest thereon; 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 Borrower herein contained, as well as any amounts expended by Lender to enforce Borrower's obligations under this Mortgage, including but not limited to attorneys' fees, costs of collection and foreclosure, together with interest on such amounts as provided in this Mortgage (herein "Indebtedness"), Borrower hereby mortgages, warrants and conveys to Lender all of Borrower's right, title and interest in and to the following described property located in the County of LAKE, State of Indiana:

LOT NUMBER THIRTY TWO (32) IN BLOCK NUMBER SIX (6) AS MARKED AND LAID DOWN ON THE RECORDED PLAT OF TARRYTOWN FIRST SUBDIVISION IN THE ICTY OF GARY, LAKE COUNTY, INDIANA, AS THE SAME APPEARS OF RECORD IN PLAT BOOK 30, PAGE 13, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

which has the address of 4272 WEST 21 AVE. GARY, Indiana 46404-0000 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a 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 hereinafter referred to as the "Property";

This Mortgage secures a revolving line of credit, which obligates Lender to make advances to Borrower up to the amount of Borrower's established credit limit established in the Credit Agreement, as amended from time to time, so long as Borrower complies with all the Credit Agreement's terms. The maximum principal amount of loan advances that will be secured by this Mortgage is \$5,000.00 (the "Maximum Loan Amount"), but Borrower's credit limit may be less than the Maximum Loan Amount at the time this Mortgage is executed, and Lender is not obligated to extend credit to Borrowers in excess of Borrower's credit limit. Any loan advances made in excess of Borrower's credit limit will not be secured by this Mortgage unless and until Lender agrees to increase Borrower's credit limit and complies with any subsequent disclosure, rescission and other requirements under Federal Reserve Board Regulation Z, as applicable. Borrower agrees and acknowledges that any subsequent increase in Borrower's credit limit will be made at Lender's discretion and that Lender is in no way obligated to grant Borrower's request for a credit limit increase.

The Indebtedness secured by this Mortgage is intended to, and shall, include for all purposes (i) future loan advances made from time to time after the date hereof, pursuant to the Credit Agreement, (ii) future advances made from time to time after the date hereof, pursuant to paragraph 5 of this Mortgage ("Mortgage Advances"), and (iii) future modifications, extensions and renewals of the Credit Agreement and any and all Indebtedness secured by this Mortgage. The maximum amount of future advances and obligations secured by this Mortgage is the sum of the Maximum Loan Amount plus Mortgage Advances of up to \$2,500.00 outstanding at any time (if and to the extent that Mortgage Advances are deemed to be "future advances" for purposes of Ind. Code § 32-8-11-9 and does not constitute a commitment by Lender to make future loan advances or Mortgage Advances in such amount.

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Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

THIS MORTGAGE IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF EACH AGREEMENT AND OBLIGATION OF BORROWER UNDER THE CREDIT AGREEMENT AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

1. **Payment of Principal and Interest.** Borrower shall promptly pay to Lender when due all amounts secured by this Mortgage and shall strictly and in a timely manner perform all of Borrower's obligations under the Credit Agreement and this Mortgage.

2. **Prior Mortgages and Deeds of Trust; Taxes; Liens.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Borrower expressly covenants and agrees to perform all of Borrower's obligations under any mortgage or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid when due 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, and upon demand shall furnish to Lender satisfactory evidence of payment of such taxes and assessments.

3. **Preservation and Maintenance of Property.** Borrower agrees not to abandon the Property and to keep the Property in good repair, not to commit waste or permit impairment or deterioration of the Property and to comply with the provisions of any lease if this Mortgage is on a leasehold.

4. **Property Insurance.** Borrower agrees to maintain insurance on the Property at his or her expense for as long as this Mortgage remains in effect. This insurance will be in amounts and of the types required by Lender (including flood insurance where applicable) and must be issued by one or more financially responsible insurance companies acceptable to Lender. Borrower further agrees to name Lender as a loss payee beneficiary under his or her policies, which are to contain non-contributory loss payable clauses in Lender's favor. Additionally, Borrower agrees to provide Lender with copies of his or her insurance policies, along with evidence that policy premiums and all renewal premiums have been paid.

5. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, at the rate provided for in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder, and any action taken by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

6. **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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

7. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Credit Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Credit Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Credit Agreement without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

8. **Governing Law; Severability.** This Mortgage shall be governed by and interpreted in accordance with the laws of the State of Indiana. In the event that any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.

9. **Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by law.

10. **Default.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Borrower commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Borrower's income, assets, liabilities, or any other aspects of Borrower's financial condition. (b) Borrower does not meet the repayment terms of the Credit Agreement. (c) Borrower's action or inaction adversely affects the Property or Lender's rights in the Property. This can include, for example, waste or destructive use of the dwelling, failure to maintain property insurance, failure to pay taxes, death of all persons liable under the Credit Agreement, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by another lienholder, or the use of funds or the dwelling for prohibited purposes.

11. **Rights and Remedies on Default.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

(a) **Accelerate Indebtedness.** Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable.

(b) **Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

(c) **Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Borrower's interest in all or any part of the Property.

(d) **Deficiency Judgment.** With respect to any Borrower who is personally liable on the Credit Agreement, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this provision. Under all circumstances, the Indebtedness will be repaid without relief from any Indiana or other valuation and appraisal laws.

(e) **Other Remedies.** Lender shall have any other right or remedy provided in this Mortgage or the Credit Agreement or by law.

(f) **Sale of the Property.** To the extent permitted by applicable law, Borrower hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

(g) **Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Mortgage, in the Credit Agreement, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower under this Mortgage after Borrower's failure to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

(h) **Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover court costs, as well as such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however, subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees and title insurance, to the extent permitted by applicable law.

12. **Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without Lender's written consent.

13. **Deductibility of Interest.** Borrower acknowledges and agrees that Lender has in no way advised Borrower as to whether interest and/or other finance charges under Borrower's Credit Agreement with Lender are or will be deductible for purposes of federal, state or local income or other taxation.

IN WITNESS WHEREOF, Borrower acknowledges having read all the provisions of this Mortgage and agrees to its terms.

Vivian S Sydnor (Seal) _____ (Seal)
VIVIAN S SYDNOR

(Seal) Borrower (Seal)

This Mortgage was prepared by:

CATHERINE M. JOHNSTON
KEY FEDERAL SAVINGS BANK
P.O. Box 3037
Baton Rouge, LA 70821-3037

INDIVIDUAL ACKNOWLEDGMENT

State of INDIANA
County of LAKE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22 day of November, 1997, within my jurisdiction, the within named VIVIAN S SYDNOR who acknowledged that they executed the above and foregoing instrument.

(Seal) *Lori Bogdan*
Notary Public

Lori Bogdan
(Printed Name)

My commission expires: 4-10-99

11/18/97
BR #: 0360/2000