When Recorded Mail To:

SERVICE LINK 4000 INDUSTRIAL BOULEVARD ALIQUIPPA, PA 15001 1-800-439-5451

CREDIT LINE MORTGAGE

Model # (850 0001123143)

THIS CREDIT LINE MORTGAGE and Security Agreement is made this day 10th of August to between the Morgagor, "BLY AND MARTA O HART, HUSBAND AND WIFE

and the Mortgagee, IRWIN UNION BANK AND TRUST COMPANY, a corporation organized and existing under the laws of Indiana, with an address of 1717 East College Parkway, Carson City, NV 89706 (herein "Lender").

WHI-REAS. Horrower and Lender have entered into a Home Equity Line Agreement & Disclosure Statement dated the same date as this Credit I inc Mortgage (the "Home Equity Loan Agreement") under which Lender has agreed to make credit advances from time to time to Borrower under a revolving line of credit:

TO SECURE to Lender the performance by Borrower of Borrower's obligations under this Mortgage and the tepayment of all indebtedness arising under and pursuant to the Home Equity Loan Agreement, with interest thereon, all extensions renewals, and modifications thereof, any sums advanced by Lender for the performance of the tovenants and agreements of Borrower in this Mortgage, and all attorneys' fees and costs and expenses meatred by Lender in enforcing the Home Equity Loan Agreement and this Mortgage. Borrower hereby MORTGAGES and WARRANTS to Fender the following described property in

Lair County Indiana

TESTAL DESCRIPTION ACTACHED HERETO AND MADE A PART HEREOF

waich has the address of \$27 N PM TO FE

Indiana 4537.

therein "Property Address");

FOGETHER WITH all buildings, invines and improvements now or hereafter erected on the property, all water, prefation, dramage, reservoir or ditch rights, however evidenced, and all rights of way, easements rems, soiles, profits, royalties, minierals, oil and gas rights and profits, tenements, hereditaments, privileges, and appartenances connected therewith; now or hereafter used or enjoyed with the property or any part thereof. All replacements and additions also shall be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

INDIANA CREDIT LINE SECOND MORTOAGE

and the second

Pice Lal

· a · \ / / / /

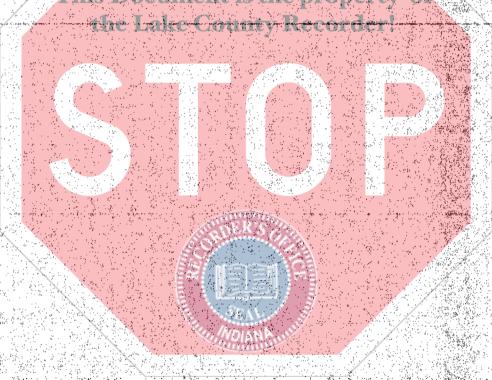
Exhibit A

Legal Description

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF LAKE, STATE OF INDIANA, BEING KNOWN AND DESIGNATED AS LOT 8 IN BLOCK 11 IN HOMESTEAD GARDENS MASTER ADDITION, IN THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32 PAGE 46 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

NOTORRICIALI

This Document is the property of



BORROWER fictery acknowledges and arrees that this Mortgage secures advances that may be made by Lender and obligations that may be incurred by Borrower in addition and subsequent to any advances that are made or are outstanding on the date of this Mortgage ("nutire advances) and that this Mortgage shall seeing all fineire advances of every nature and kind, provided however that the aggregate principal amount of the indefinedness secured by this Mortgage in all events shall not exceed \$ 1.00 km and the aggregate principal amount of the inaximum amount being stated herein pursuant to and in accordance with Indiana Code Section \$2.8-11.9 and not being a communion by Lender to make future advances in that amount. Until payment of the indebtedness secured by this Mortgage is due on the aggregate in that amount. Until payment of the indebtedness secured by this Mortgage is due on the aggregate in the aggregate principal accordance with Indiana Code Section \$2.8-11.9 and not being a communion to the indebtedness secured by this Mortgage is due on the aggregate in the indebtedness secured by this Mortgage is due on the aggregate in the aggregate principal accordance with Indiana Code Section \$2.8-11.9 and not being a communical payment of the indebtedness secured by this Mortgage is due on the aggregate principal accordance with Indiana Code Section \$2.8-11.9 and not being a communical payment of the indebtedness secured by this Mortgage is due on the aggregate principal accordance with Indiana Code Section \$2.8-11.9 and not being a communical payment of the indebtedness and the code of the co

BORROWER coverants that Borrower is lawfully serzed of the estate hereby conveyed and has the right to grant, bargain; self and convey the Property. Borrower warrants that the Property is free and clear of all hers, claims and encumbrances, except for coverants, easements, reservations, restrictions and rights of way of record, and encumbrances specifically disclosed by Borrower to Lender and approved by Lender in writing. Borrower warrants and will defend generally the full to the Property against all claims and demands, subject only to the toregoing enumerated restrictions and encumbrances.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1: Payment of Principal, Interest and Other Charges. Borrower shall promptly pay when due the ormetpal of and interest on the debt existenced by the Home Equity Loan Agreement and any account closure lees take charges and other tees or charges as provided in the Home Faulty Loan Agreement.

e Lake County Recor

2. Finds for Taxes and Insurance: Subject to applicable law Lender may require Borrower to pay Lender on the day monthly payments are due under the Home Equity Loan Agreement annul the Home Equity Loan Agreement is paid in full, a sum of Funds of tor (a) yearly taxes and assessments which may attain priority over this Morragae as a lieu on the Property, the yearly hoosehold payments or ground rents on the Property, it any; (c) yearly though misurance premiums, if any, (c) yearly mortgage insurance premiums, if any. These news are called "Escrow Items," Lender may at any finic collect and hold Emids in an amount not to exceed the maximum amount a lender for a tederally related mortgage loan may require for Bourower's excrow account under the tederal Real Estate Scittlement Procedures axet of 1971 as amended from time to fina. 12.1.8 C. Section 2001 it seq. ("RESPA"), indees another law that applies to the Funds sets a tesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of accordances of future of scrow Items or otherwise in accordance with applicable law. Should Lender require Borrower to make such payments to the holder of a pixor Morragae or Devel of Finals to I ender to the extens that Borrower makes such payments to the holder of a pixor Morragae or Devel of Finals to I ender to the extens that Borrower makes such payments to the holder of a pixor Morragae or Devel of Finals to I ender to the extens that Borrower makes such payments to the holder of a pixor Morragae or Devel of Finals to I ender to the enders.

The Lunds shall be held in any institution whose deposits are institled by a federal accide, instrumentality of citally including Lender, it bender is such an institution of in any Lederal Home Loan Bank. Lender shall apply his bunds to pay the Escrow hems. Ender may not charge Borrower for holding and applying the Lunds and applying the Lunds and applying the Lunds and applying the Lunds and applying the lender to make such a charge. However, Lender may require Borrower to pay a one limit sharpe for an independent real estate tay reporting service used by Lender in connection with this logic undest applicable law provides otherwise. Unless an acreened is made or applicable law requires interest in Lender than hold lender shall not be required to pay Borrower any interest of carnings on the builds. Borrower and Lender was acreed a writing brower, that interest shall be paid on the Lunds. Lender shall give to Borrower, without charge an atmost accoming of the Lunds showing effects and debut to the Lunds and the purpose for which cach debut to the Lunds was made. The Lunds are piederal as additional security for all sums secured by this Mortgage.

If the Finds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Berrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the builts held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Banrower in writing, and, in such case Horrower shall pay to Lender the amount necessary to make up the detrocker, in no more than twelve monthly payment, at Lender's sole discretion.

Long payment in 14H of all sums secured by this Mortgage. Londer shall promptly relund to Borrower airy Finds held by Lender. It ander paragraph 19, Lender shall acquire or self the Property. Lender, prior to the acquisition of sale of the Property, shall apply any Funds held by Lender at the time of acquisition in sale as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable face provides otherwise, all payments received by Fender shall be applied by Lender in the following order:

During the Draw Period; first, to any account closure tee this under the Horie Equity Loan Agreements accord, in payment of antonins payable as interest due on the outstanding indebtedness under the Horie Equity Loan Agreement; third, to any antonins payable to Lender for taxes and insurance index parameters 2 hereotyto extent requires Borrower to make such payments; fountly to any law less due under the Horie Equity Loan Agreement, with, to any account teex due under the Horie Equity Loan Agreement, with, to high advanced by Fender under the Horie Equity Loan Agreement and or under the Morrower to protect its security interest; and has to the remaining Account balance.

During the Repayment Periodi (first, to any account closure fees due under the Home Equity Loan Agreement second, in payment of autoimus payable as interest due on the outstanding indebtedness under the Home Equity Loan Agreement thirds to the proacipal portion of the Borrower's minimum attouthy payment fourth, to any amounts payable to bender for taxes and insurance under paragraph 2 hereof to green Lender requires Borrower to make such payments fildly to any late fees due under the Home Equity Loan Agreement sixth, to any account fees due under the Floin Equity Loan Agreement and or under the Mortgage to protect its security interest; and fasty to the remaining principal balance.

- 4. Prior Morfgages and Deeds of Trust: Charges: Liens. Borrower shall perform all of Borrower's obligations under any mortgage deed of trust or other security agreement with a hen which has priority over this Morroage including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, times and impositions attributable to the Property which may aftain perfority over this Mortgage, and leasehold payments or ground tents. It any
- 5. Hazard hisurance. Borrower shall keep the improvements now existing or hereafter erceted on the Property insured ligariest loss by tire, trizards included within the term "extended coverage" and any other hazards methodise Hoods or thousing, for which Lender requires insurance, and it such amounts and for such neighbors is kender may require.

The insurance carrier providing the disurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be intreasonable withhold. It Borrower fails to maintain coverage described answer Lender may but its option, obtain coverage to protect handers rights in the property. All insurance policies and aneways thereof shall be in a torin acceptable to bender and shall include a standard mortgage clause in energy and measurements from acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof support to the acruits of any morepace, dead of their protect security agreement with a heal which has a positive been this Mortgage.

Ta the execution toss. Berrower shall give prompt notice to the insurance carrier and Lender. Lender may make business of loss at not made promptly by Borrower.

If the Property is abandoned by Borrower at a Borrower latts overspond to Lender within 30 days from the days notice and a standard by Lender to Borrower than the insurance carrier offers to settly a claim for insurance benefits. Lender temperized to collect and apply the disartance proceeds at Lender's option either to restoration to open of the Property of to the sums see ited by this Morrigage.

- 6. Preservation and Maintenance of Property: I caseholds: Condominions: Planned Unit Developments, Borrower shall keep the Property in good repair and shall not commit waste or permit type rulent or deterseration of the Properts and shall comply with the provisions of any lease if this Mortgage is and a leasetable. If this Mortgage is on a unit in a condominant or a planned unit development. Borrower shall particularly the Borrower's obligations under the declaration of coverains creating or covering the condominant of planned unit development and constructed unit development and constructed declaration of the condominant or planned unit development and constructed declaration of the condominant of planned unit development.
- 7. Protection of Lander's Security. It Barrower Lines to perform the covenants and agreements contained in this Mouseage, or if any action of proceeding is commenced which materially affects bender's interest in the Property, then bender at lander sophim upon notice to Borrower, may make such appearances, disburse such.

34.3485

anys including reasonable attorneys fees and take such action as as necessary to protect Lender's interest. It Lender required more age assurance as a condition of making the foan secured by this Mortgage. Borrower shall pair the ptentiums required to maintain, such insurance in effect until such time as the requirement for such insurance terminales in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph? with interest thereon, it the rare provided in the Home Equity I can Agreement shall become additional indebtedness of Borrower secured by this Mortgage, Unioss Borrower and Lender agree to other terms of payment, such amounts shall be payable upon the earlier of payment in tuil of the indebtedness secured by this Mortgage, or notice from Lender to Borrower requesting payment thereon. Northing contained in this paragraph? shall require Lender to mear any expense or take any is tion berequide.

- 8. Inspection. Lender may make or cause in be made reasonable entries upon and inspections of the Property sprovided that Lender shall good Bottower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or lam for damages, direct or consequential, in connection with any condemnation of other taking of the Property, or part thereof, or dot conveyance in heat 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 fiel, which has priority over this Mortgage.
- 10. Borrower Not Released Rorbearance By Lender Sur a Whiver, Extensions of the time to payment of modifications of amortization of the sums secured by this Mortgage granted by Lender to any successor in microst of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in inferest. Lender shall not be required to commence proceedings against such successor in 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. Any forbearance by Lender in every issue any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a gainer of or preclude the exercise of any such right or remedy.
- 11: Successors and Assigns Bound: Joint and Several Liability: Co-signers: The covenants and agreements herein contained shall find and the rights hereinder shall more to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements at Borrower shall be some and several. Anyone executing this Mortgage, in any capacity, shall be emitted to request and obtain information relative to the debt secured hereby including, but not limited to, account history and balance information. Any Borrower who co signs this Mortgage, but does not execute the Home Equaty Loan Agreement, an is so signing this Mortgage only to north the sum and convey that Borrower's interest in the Property to Lender and it is to signify the fermi of this Mortgage, and to agrees that Lender and any other Borrower hereinder may agree from time to make analysis at times, and to agree that Lender and any other Borrower hereinder may agree from time to their major time. Mortgage in the Home Equity Loan Agreements without that Borrower's consent and without agrees that Borrower's consent and without agrees that Borrower's consent and without any least to the Property.
- 127 Notices of scept for any nonce required under applicable law to be given in another manner. (a) any horizon in Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by tastice to Londer as provided herein, and (b) any notice to Londer shall be given by first class mail to bender's address stated herein of to such other address as I ender may designate by notice to Borrower as provided herein. Any police provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the unapply designated herein.
- 13. Governing Law? Severability. The state and local laws applicable to this Mortgage shall be the laws of state terrisdiction in which the Property is located. The foregoing scriterice shall not limit the applicability of Egeleral towns that Mortgage. In the event that one provision or clause of this Mortgage on the Home Equity Loan Agreement which can be given offers without the conflicting provisions of this Mortgage of the Home Equity Loan Agreement which can be given offers without the conflicting provision, and to this end the provisions of this Mortgage and the Home Equity Loan Agreement are declared to be severable. As used herein, costs. To spenses hand afformers fees include all sums to the extent not prohibited by applicable law or hinned never.
- 14. Borrower's Copy. Borrower shall be turnished a conformed copy of the Home Equity Loan Agreement, and of the Morlogogy of the time of execution of alice recordation hereof

- 15. Rehabilitation Loan Agreement. Borrower shall futfill all of Borrower sobligations under any home reliabilitation, improvement, repair, or other foan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to excente and deliver to Lender, in a form acceptable to Lender, an assignment of any rights. Claims or detenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- To. Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property of any interest in it is sold or transferred, or Borrower enters into a contract for the sale or transfer of all or any part of the Property or any interest in it for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, 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 it exercise is prohibited by tederal law axiot the date of this Mortgage. In no event will my other person other than Borrower be enrifted to obtain advances from Lender under the retrus of the Home Equity Loan Agreement secured by this Mortgage.

If Lender exercises this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sams prior or the expiration of this period. Lender may invoke any remedies permitted by this Mortgage without hither notice or deniated on Borrower.

- 17. Sale and Change of Luan Servicer. The Home Equity Loan Agreement or a partial interest in the Home Equity Loan Agreement describes with this Mortgage) may be sold one or more turns without prior notice to Borrower. A sale may result in a change in the entity tknown as the "Loan Servicer" that collects payments die inder the Home Equity Loan Agreement and this Mortgage. There also may be one or more changes of the Loan Servicer. Borrower will be given written house of the change it required by applicable law.
- 18. Hazardous Substances. Borrower shall not cause of permit the presence, use, disposal, storage, of aclease of any blazardous Substances on or in the Property. Borrower, shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Invironmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Bortower shall promptly give Lender written notice of any investigation, claim, demand, law-out or other action by any governmental or regulatory agency or private parts, involving the Property and any Hazardous Substance or Engineerial Law of Achieli Borrower has actual knowledge. It Borrower leavis, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Law reminental Laws.

As used an this paragraph 18. The and the following substances are those substances defined as toxic or hazardons substances by Law frontinental Law and the following substances gasoline; ketosene, other flammable or toxic octivities my products, toxic perfectles and herbicides explicitle, solvents, toxic romaining as bestos or rounfidely decided without two injections. As used in this paragraph 18. This rounnental Law means tederal laws and has a first to health, safety or governmental protections.

KONTINITORAL COVENANTS. Transaver and Lender further covenant and agree as follows:

19. Acceleration: Remedies. Except as provided in paragraph 16 hercof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, ficluding the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hercot specifying: (1) the breach: (2] the action required to cure such breach: (3) a date, not test than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that follows to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the forethosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and to reclosure. If the breach is not cured on or before the date specified in the notice. Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without

further demand and may forcelose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of forcelosure, including, but not limited to, costs of documentary evidence, abstracts and title reports.

- Morrower's Right to Reinstate. Notwithstanding Ecoder's acceleration of the sums scented by this Morrower's breach. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of judgment enforcing this Mortgage if, the Borrower pays Lender all sums which would be then due under this Mortgage and the Home Equity Econt Agreement had no acceleration occurred. (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage. (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 19 hereof including but not funded to reasonable attorneys fees and court costs, and (d) Borrower takes such action as Lender may reasonably require to assure that the hereof this Mortgage Lender's inferiest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue uninpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations seeined hereby shall remain in full force and effect as it no acceleration had occurred. This right to reinstate shall not apply in the case of acceleration by Lender-inder paragraph to of this Mortgage and the right to further advances shall be governed by the Home Equity Loan Agreement.
- 21. Assignment of Rents: Appointment of Receiver, As additional security according Borrover Lereby assigns to Center the tents of the Property provided that Borrower shall prior to acceleration under paragraph 19 hereof or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial safe. Lender shall be entitled to have a receiver appointed by a court to enter upon take possession of and manage the Property and to collect the tents of the Property including those past due. All rents collected by 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 their to the sums secured by this Mortgage. The receiver shall be hable to account only for those rents refuelly received.
- 22. Release. I pour termination of the credit fine finder the Homest quity Loan. Agreement and payment of sall same secured by this Mortgage. Ecoder shall release this Mortgage. To the extend permitted by applicable law Boirower shall pay afteory of recordation and Louider Stees, if any
- 23. Waiver of Valuation and Appraisement. Horrower beleby waives all right of valuation and appraisement.
- 24. Riders to this Mortgage. If one of more riders are executed by Borrower and recorded together with mas Mortgage, the covenants and anacquents of each such order shall be incorporated into and shall amend and supplication the covenants and anacquents of this Mortgage as at the rider(s) were a part of this Mortgage.

	applicab Monumu	le bevel ni Rider	W	l Planned	Cont	Devel	innent	e Rider	1-4/1.m	mly Ride	
 A 10	nestead I	television to a second		Others	4 4 4	Comin Comin					

Non-Borrowing Party's Joinder. The execution of this Mortgage by any person who has no present interest of record in the Property shall not be deemed to indicate that any interest presently exists and shall only expound that person's agreement that if he she holds a present interest not of record of an inchoale trefit or beganer expines such an interest or right in the Property that such interest or right shall be subject to Londer's interest under this Mortgage. Further, by executing this Mortgage, that person does not assume contractual. In bitties under the Home Lynnix Loan Agreement.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEFDS OF TRUST

Borrower and Lender requestable holds for any mortgage, deed of first or other encombanies with a fich which has priority over this Mornage to Jave Notice to Lender, at Lander's address set both on page one of this Marty by Thank details under the species ancimbance and of any sale or other toroctosure detion

LANGESS WHEREOF, Borrower has executed this Mortonic

J. ∀ 33 (4.	- M. O.	a_{mm}	医水红基皮	27天沙波型		Car Paris			13793		::::::::::::::::::::::::::::::::::::::	Aller See	4-37	214,	45 5 400			أبعرض		
							ž.	4, 5,	: .: "	· · · · · · · · · · · · · · · · · · ·		. •				V 1943.				٠
									1111		m1	- 1	S					4.5	• • •	
						1		. ind:		41	X		7			4.7		-	SLA	1.1
		A			+ 1		Jan Jak	1		Y.E. V		***	A 5						iden (
		, N			7.4				H				\mathbf{A}							ş., *
	1944		/	F				J. (5.	F		100			53 W					181.4	
1 1 No. 1			771)¢u	أري دهدر	. 14.	y who is the	41			ونشرو		1,12	-			1511 1511	. •
				П2		J.C.U	THTG	LAPU	. 12		ie l	שעע	he	IL	y c				2	****
				41	aliere (glasse Legación	Lal		Suntain - Lite.		and superior	D			agentin in a			e de marie e la seguira	/	air aire an	,
				LII	ر از کا این مورا حمل که	المالات	this	44	The state of	Ly	11/1/		Mr.	CT.	**************************************				ISE.	
																			1	(*!
			M.A.	¥							21 × 1			3 4		1.50				•
17 M 18			/					1.4											ISEA	vî ļ
		1.00						1. 14				\				\ \ \\			, . Ys	ii.
			1						r .		7 - 7 - 2			4 1		:)				
TOU	Thi.	ANA.									4 13 %						4			
N _O O		AL P												110					• . • •	
	1							N 13 N 1 1	100											£
							<u> </u>	. 14.			a willing					Tarana Tarana				
Before	nic /	Note	nv.Pn	Mici) iijk	for th	e Ship	col l	india.	Hat. P	CESOH.	any v	иррен	हस	QUA!				od (J. C. K.
Y					4 : : ;				ri, ri,			/; ,			2 gran	ON B				÷.;

who act now ledged the execution of the foregoing Monteles and each of the Rulers anached theteto and medical mercan by reference, and who, became been duly sworn, stated that any representations contained therein are true,

WILNESS un hand and Notarral Scal this?

Signature - Notice Public

enthern sector for season. Type of Prim Schary Public Name.

THE THE THE THE Mydionimistring chiles.

Tim a Resident of

County Indiana

This instrument was prepared by a fireful of the fi

San Rankote CA 21583.

I then being this is not the profiter with hidden and in

SIATEOR COUNTY

Exhibit A

Legal Description

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE COUNTY OF LAKE, STATE OF INDIANA, BEING KNOWN AND DESIGNATED AS LOT 8 IN BLOCK 11 IN HOMESTEAD GARDENS MASTER ADDITION, IN THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32 PAGE 46 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



BORROWER hereby acknowledges and agrees that this Mortgage secures advances that may be made by Lender and obligations that may be incurred by Borrower in addition and subsequent to any advances that are made or are outstanding on the date of this Mortgage ("future advances") and that this Mortgage shall secure all future advances of every nature and kind, provided however that the aggregate principal amount of the indebtedness secured by this Mortgage in all events shall not exceed \$ 11,000.00 , such maximum amount being stated herein pursuant to and in accordance with Indiana Code Section 32-8-11-9 and not being a commitment by Lender to make future advances in that amount. Final payment of the indebtedness secured by this Mortgage is due on September 15, 2020 .

BORROWER covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant, bargain, sell and convey the Property. Borrower warrants that the Property is free and clear of all liens, claims and encumbrances, except for covenants, easements, reservations, restrictions and rights of way of record, and encumbrances specifically disclosed by Borrower to Lender and approved by Lender in writing. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject only to the foregoing enumerated restrictions and encumbrances.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Interest and Other Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Home Equity Loan Agreement and any account closure fees, late charges and other fees or charges as provided in the Home Equity Loan Agreement.
- 2. Funds for Taxes and Insurance. Subject to applicable law Lender may require Borrower to pay Lender on the day monthly payments are due under the Home Equity Loan Agreement, until the Home Equity Loan Agreement is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Mortgage as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. Should Lender require Borrower to make such payments to Lender, Borrower will be provided with 30 days advance notice of such action. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior Mortgage or Deed of Trust if such holder is an institutional lender.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Mortgage.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payment, at Lender's sole discretion.

Ih161802

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 19, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender in the following order:

During the Draw Period; first, to any account closure fee due under the Home Equity Loan Agreement; second, in payment of amounts payable as interest due on the outstanding indebtedness under the Home Equity Loan Agreement; third, to any amounts payable to Lender for taxes and insurance under paragraph 2 hereof (to extent Lender requires Borrower to make such payments); fourth, to any late fees due under the Home Equity Loan Agreement; fifth, to any account fees due under the Home Equity Loan Agreement; sixth, to funds advanced by Lender under the Home Equity Loan Agreement and/or under the Mortgage to protect its security interest; and last, to the remaining Account balance.

During the Repayment Period; first, to any account closure fees due under the Home Equity Loan Agreement; second, in payment of amounts payable as interest due on the outstanding indebtedness under the Home Equity Loan Agreement; third, to the principal portion of the Borrower's minimum monthly payment; fourth, to any amounts payable to Lender for taxes and insurance under paragraph 2 hereof (to extent Lender requires Borrower to make such payments); fifth, to any late fees due under the Home Equity Loan Agreement; sixth, to any account fees due under the Home Equity Loan Agreement; seventh, to funds advanced by Lender under the Home Equity Loan Agreement and/or under the Mortgage to protect its security interest; and last, to the remaining principal balance.

- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust 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 all taxes, assessments and other charges, fines and impositions attributable to the Property which priority over this Mortgage, and leasehold payments or ground rents, if any.
- 5. 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 any other hazards, including floods or flooding, for which Lender requires insurance, and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at its option, obtain coverage to protect Lender's rights in the property. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

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.

- 6. 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 by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. 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

Page 3 of 7

sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the rate provided in the Home Equity Loan Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon the earlier of payment in full of the indebtedness secured by this Mortgage, or notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. 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.
- 10. Borrower Not Released; Forbearance By Lender Not a Walver. Extensions of the time for payment or modifications 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. 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.
- 11. 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. Anyone executing this Mortgage, in any capacity, shall be entitled to request and obtain information relative to the debt secured hereby including, but not limited to, account history and balance information. Any Borrower who co-signs this Mortgage, but does not execute the Home Equity Loan 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 for the payment of the sums secured by this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree from time to time, and any number of times, to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Home Equity Loan Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notices. 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 delivering it or by mailing such notice by first class mail addressed to Borrower 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 first class mail 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.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Home Equity Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Home Equity Loan Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Home Equity Loan Agreement are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Home Equity Loan Agreement and of this Mortgage at the time of execution or after recordation hereof.

Page 4 of 7

- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred, or Borrower enters into a contract for the sale or transfer of all or any part of the Property or any interest in it (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 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 federal law as of the date of this Mortgage. In no event will any other person other than Borrower be entitled to obtain advances from Lender under the terms of the Home Equity Loan Agreement secured by this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

- 17. Sale and Change of Loan Servicer. The Home Equity Loan Agreement or a partial interest in the Home Equity Loan Agreement (together with this Mortgage) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects payments due under the Home Equity Loan Agreement and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Home Equity Loan Agreement. If there is a change of the Loan Servicer, Borrower will be given written notice of the change if required by applicable law.
- 18. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower, shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without

Page 5 of 7

further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts and title reports.

- 20. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Home Equity Loan Agreement had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage, and in enforcing Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 19 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply in the case of acceleration by Lender under paragraph 16 of this Mortgage and the right to further advances shall be governed by the Home Equity Loan Agreement.
- 21. Assignment of Rents; Appointment of Receiver. As additional security hercunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 19 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 19 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender shall be entitled to have a receiver appointed by a court 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 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. The receiver shall be liable to account only for those rents actually received.
- 22. Release. Upon termination of the credit line under the Home Equity Loan Agreement and payment of all sums secured by this Mortgage, Lender shall release this Mortgage. To the extend permitted by applicable law, Borrower shall pay all costs of recordation and Lender's fees, if any.
- 23. Waiver of Valuation and Appraisement. Borrower hereby waives all right of valuation and appraisement.
- 24. Riders to this Mortgage. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage.

[Check applicable box(es)]		
☐ Condominium Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ Homestead Rider	Other(s) WDIANA	

25. Non-Borrowing Party's Joinder. The execution of this Mortgage by any person who has no present interest of record in the Property shall not be deemed to indicate that any interest presently exists and shall only constitute that person's agreement that if he/she holds a present interest not of record or an inchoate right, or hereafter acquires such an interest or right, in the Property that such interest or right shall be subject to Lender's interest under this Mortgage. Further, by executing this Mortgage, that person does not assume contractual liability under the Home Equity Loan Agreement.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, B	orrower has executed this	Mortgage.	
	John J. Y	Hart	[SEAL]
	JOHN J. HART		Borrower
,	Docun	nent is	[SEAL]
	MARIA G. HART	FICIA	Borrower
Thi	s Document i	s the property of	[SEAL] Borrower
1	the Lake Cou	nty Recorder!	[SEAL]
			Borrower
STATE OF INDIANA, COUNTY OF LAKE	ss:		
Before me, a Notary Public in HART	n and for the State of India	ana, personally appeared JOHN J. HA	RT and MARIA
		tgage and each of the Riders attacheduly sworn, stated that any representat	
WITNESS my hand and Note	arial Scal this	day of Aug. 2000 Anthony Cincai	i)
	Stary ND	Signature - Notary Public	
		AnTHONY COAC	010
	ANTHONY CIACCIO	Type or Print Notary Public Name	
My Commission expires:	ARY PUBLIC STATE OF INDIANA LAKE COUNTY OMMISSION EXP. FEB. 14, 2007	Type of Print Notary Paone Name	
I am a Resident of LAKE	_	County, Indiana.	
This instrument was prepared by:	Margie Urrutia 12677 Alcosta Blvd. Sui	•	
	San Ramon, CA 94583		
	(Space Below This Line Reserve	ed For Lender and Recorder)	

lh161807