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LAKE COUNTY
FILED FOR RECORD

2002 049748

2002 MAY 30 AM 9:51

62-2325-8
State of Indiana

MORRIS W. CARTER
RECORDER

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MORTGAGE

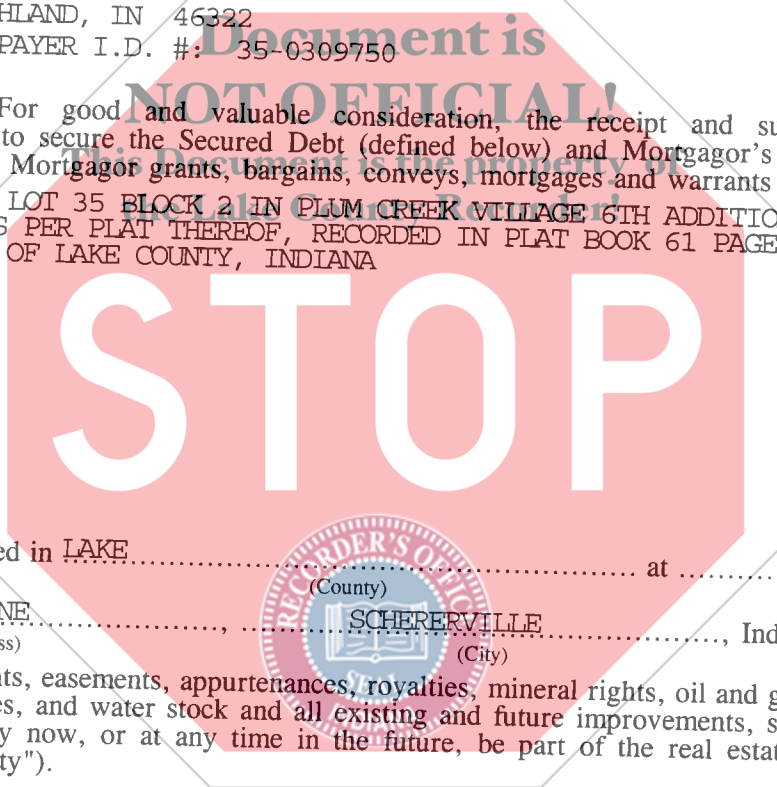
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is MAY 22, 2002 and the parties, their addresses and tax identification numbers, if required, are as follows:
- | | |
|--------------------------------|--------------------------------|
| MORTGAGOR: RANDALL S SARASON | JO ANNE SARASON |
| HUSBAND AND WIFE | HUSBAND AND WIFE |
| 934 EVERGREEN LANE | 934 EVERGREEN LANE |
| SCHERERVILLE, IN 46375 | SCHERERVILLE, IN 46375 |
| SOCIAL SECURITY #: 325-54-2161 | SOCIAL SECURITY #: 315-64-9974 |

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF HAMMOND
 ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
 9030 CLINE AVENUE
 HIGHLAND, IN 46322
 TAXPAYER I.D. #: 35-0309750

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, mortgages and warrants to Lender the following described property: LOT 35 BLOCK 2 IN PLUM CREEK VILLAGE 6TH ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 61 PAGE 6, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA



The property is located in LAKE at 934 EVERGREEN LANE
 (County) SCHERERVILLE, Indiana 46375
 (Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 20,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
 A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

JS (page 1 of 4)
RS

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 m.v.
 CB#
 14134

Chicago Title Insurance Company

(Handwritten initials/signature)

terms of the Leases and applicable law. Mortgagee also agrees to maintain and require any tenant to comply with the applicable landlord/tenant law. Mortgagee warrants that no default exists under the Leases or any provided in this Security Instrument. Mortgagee will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as deliver to Lender any payment of Rents in Mortgagee's possession and will receive any Rents in trust for that all future Rents be paid directly to Lender. On receiving notice of default, Mortgagee will endorse and give notice of default, Mortgagee agrees that either Lender or Mortgagee may notify the tenants and demand and Mortgagee's tenants pay all Rents due or to become due directly to Lender. Immediately after Lender tenants until Mortgagee defaults and Lender notifies Mortgagee of the default and demands that Mortgagee become due directly to Lender after such recording, however Lender agrees not to notify Mortgagee's that Lender is entitled to notify Mortgagee or Mortgagee's tenants to make payments of Rents due or to Instrument and effective as to third parties on the recording of this Security Instrument. Mortgagee agrees Mortgagee acknowledges that this assignment is immediately effective between the parties to this Security Instrument.

receive, enjoy and use the Rents so long as Mortgagee is not in default under the terms of this Security provide Lender with true and correct copies of all existing and future Leases. Mortgagee may collect, referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagee will promptly of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion and warrants to Lender as additional security all the right, title and interest in and to any and all existing or 12. ASSIGNMENT OF LEASES AND RENTS. Mortgagee irrevocably grants, bargains, conveys, mortgages, mortgages completion of the construction.

Lender may take all steps necessary to protect Lender's security interest in the Property, including Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender's right to perform for Mortgagee shall not create an obligation to perform, and Lender's failure to appoints Lender as attorney in fact to sign Mortgagee's name or pay any amount necessary for performance. this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagee 11. AUTHORITY TO PERFORM. If Mortgagee fails to perform any duty or any of the covenants contained in Lender's benefit and Mortgagee will in no way rely on Lender's inspection.

specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for of inspecting the Property. Lender shall give Mortgagee notice at the time of or before an inspection Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose claims and actions against Mortgagee, and of any loss or damage to the Property. easement without Lender's prior written consent. Mortgagee will notify Lender of all demands, proceedings, Lender's prior written consent. Mortgagee will not permit any change in any license, restrictive covenant or waste, impairment, or deterioration of the Property. Mortgagee will keep the Property free of noxious weeds and grasses. Mortgagee agrees that the nature of the occupancy and use will not substantially change without good condition and make all repairs that are reasonably necessary. Mortgagee shall not commit or allow any 10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagee will keep the Property in effect until the Secured Debt is paid in full and this Security Instrument is released.

lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any 9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the the Property. claims or defenses Mortgagee may have against parties who supply labor or materials to maintain or improve 7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagee agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagee receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. CLAIMS AGAINST TITLE. Mortgagee will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagee to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagee's payment. Mortgagee will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagee agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagee may have against parties who supply labor or materials to maintain or improve 7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagee agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagee receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

6. WARRANTY OF TITLE. Mortgagee warrants that Mortgagee is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagee also warrants that the Property is unencumbered, except for encumbrances of record.

5. PAYMENTS. Mortgagee agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

4. All future advances from Lender to Mortgagee or other future obligations of Mortgagee to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagee in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagee agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagee, or any one or more Mortgagee and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations shall constitute a commitment the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

- 21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property. In addition, Lender may file a financing statement signed by the Lender instead of Mortgagor with the appropriate public officials.
- 22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and shall not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 24. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 25. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to redemption, reinstatement, and the marshalling of liens and assets. Mortgagor waives all rights of valuation and appraisal.
- 26. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
 - Condominium Rider
 - Planned Unit Development Rider
 - Other
 - Additional Terms.** HUSBAND AND WIFE

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

X. Randall S Sarason X. Jo Anne Sarason
 (Signature) RANDALL S SARASON (Date) (Signature) JO ANNE SARASON (Date)

ACKNOWLEDGMENT:
 (Individual) STATE OF INDIANA COUNTY OF LAKE } ss.
 Before me, MONIQUE L. STEVENS , a Notary Public, this 22ND
 day of MAY, 2002 , RANDALL S SARASON AND JO ANNE SARASON
HUSBAND AND WIFE acknowledged the execution of the annexed mortgage.
 My commission expires: APRIL 3, 2010
 (Seal) (Notary Public) Monique L. Stevens
 (Notary's County) LAKE

This instrument was prepared by SANDI BORDERS

