

1  
h  
**HOME EQUITY  
REAL ESTATE  
MORTGAGE**

**Bank Calumet, N.A.**  
PERSONAL LOANS  
5231 HOHMAN AVENUE  
P. O. BOX 69  
HAMMOND, INDIANA 46325

2003 107322  
RECORDED  
PUBLIC RECORDS  
SEP 20 11 10 AM '03  
COUNTY CLERK  
HAMMOND, INDIANA

The above space is for recorder's use only.

This Mortgage made this 15th day of SEPTEMBER, 20 03 by and between THOMAS J. ZURAWSKI AND EDNA E. ZURAWSKI H/W of WHITING, INDIANA (hereinafter "Mortgagor") and Bank Calumet, National Association, 5231 Hohman Avenue, Hammond, Indiana 46325 (hereinafter "Mortgagee").

**WITNESSETH:**

That the Mortgagor and Mortgagee have entered into a certain Home Equity Line of Credit Agreement (hereinafter "Agreement"), dated, SEPTEMBER 15, 20 03, and a Home Equity Line of Credit Promissory Note (hereinafter "Note") whereby the Mortgagee, subject to default by Mortgagor, has obligated itself to loan monies to the Mortgagor from time to time, as requested by the Mortgagor, which may not exceed the aggregate principal sum of: \_\_\_\_\_

THIRTY THREE THOUSAND AND 00/00 (\$ 33,000.00 ) at any one time for a period of ten (10) years. To the extent that the Mortgagor has borrowed or will borrow monies from the Mortgagee pursuant to said Agreement, the Mortgagor has agreed to pay the Mortgagee minimum monthly installments in a sum equal to two (2%) percent of the new balance, or \$100.00, or the FINANCE CHARGE accrued for the month, whichever is greater.

That the interest rate charged for any monies loaned to Mortgagor by Mortgagee pursuant to said Agreement and said note is based upon an Index Rate equal to the average weekly Bank Prime Loan Rate as published in Federal Reserve Statistical Release H15 plus a Margin of .75 %. The interest rate charged is a variable one and will increase or decrease in the event that the Index Rate increases or decreases from the previous Index. The interest rate as computed is changed once a month on the first day of each Billing Cycle, which is monthly, and will remain in effect until the first day of the next Billing cycle. The FINANCE CHARGE is determined by applying the daily periodic rate to the Average Daily Balance for the Billing Cycle. The interest rate shall not be in excess of that permitted by law.

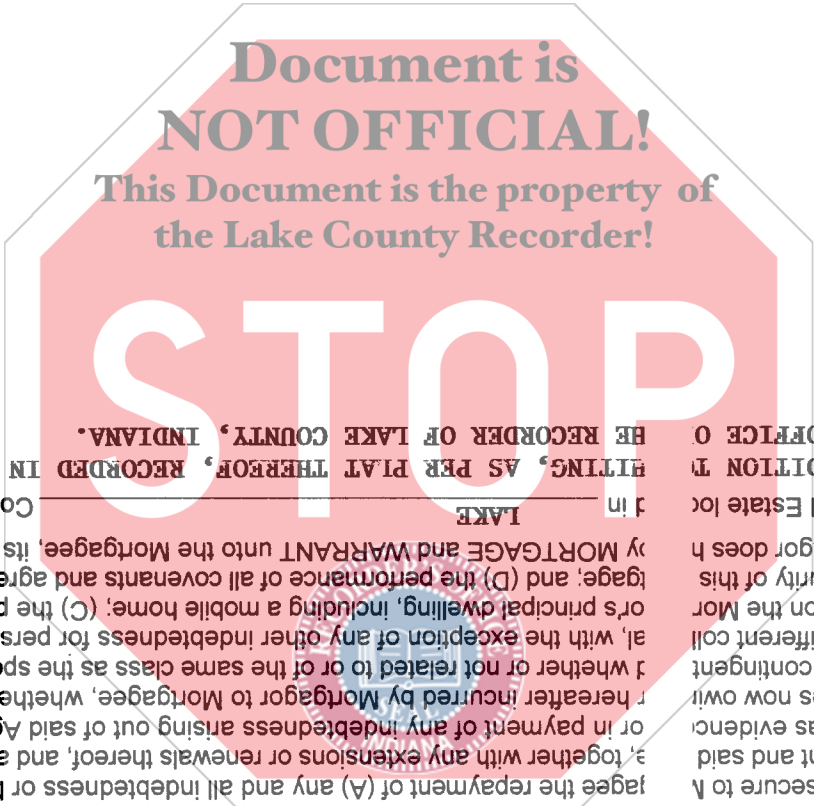
That any changes in the interest rate are mandatory pursuant to said Agreement and any increase therein can reduce the amount of any payment by the Mortgagee that is applied to principal and increase the amount applied to interest. The monthly payments required by said Agreement and said Note may not therefore fully amortize the Mortgagor's loan balance within the ten (10) year term of the Agreement, and at the end of said ten (10) year term the entire principal balance and unpaid interest shall be immediately due and owing by the Mortgagor.

THAT THE RECORDING OF THIS MORTGAGE BY THE MORTGAGEE, IN ADDITION TO GIVING CONSTRUCTIVE AND PUBLIC NOTICE TO ALL THIRD PARTIES OF THE LIEN RIGHTS OF THE MORTGAGEE IN THE MORTGAGED PROPERTY, IS ALSO DONE TO INFORM ALL SUBSEQUENT LIENHOLDERS, WHETHER THEY BE CONSENSUAL, JUDICIAL, OR STATUTORY, THAT THE MORTGAGEE'S OBLIGATION TO ADVANCE FUNDS TO THE MORTGAGOR IS MANDATORY PURSUANT TO SAID AGREEMENT, SUBJECT TO DEFAULT BY THE MORTGAGOR, AND THAT ANY AND ALL FUTURE ADVANCES MADE BY THE MORTGAGEE TO THE MORTGAGOR PRIOR OR SUBSEQUENT TO ANY OTHER LIEN BEING PLACED AGAINST THE MORTGAGED PROPERTY SHALL BE DONE BY ANY SUCH LIENHOLDER WITH PRIOR NOTICE TO IT OF THE MORTGAGEE'S OBLIGATION TO ADVANCE MONIES TO THE MORTGAGOR PURSUANT TO SAID AGREEMENT.

Handwritten signature and date: 2/8/03

THAT IT IS THE PURPOSE OF THE MORTGAGEE'S INTENTION TO THE MORTGAGED PROPERTY TO THE MORTGAGOR OR ON BE MORTGAGE, PLUS ACCRUED INTEREST, COSTS OF COLLECTION, AND A REASONABLE ATTORNEY'S FEE, WHETHER SAID LOANS AND ADVANCES ARE MADE PRIOR TO OR AFTER ANY SUCH LIEN WHICH MAY BE SUBSEQUENTLY PLACED VERSUS NOW THEREFORE, to secure to the Mortgagor to Mortgage as evidenced by said Agreement and said other obligations and liabilities now or hereafter incurred by Mortgagor to Mortgage, whether joint or several, primary or secondary, or absolute or contingent or secured by additional or different collateral, with the exception of any other indebtedness for personal, family or household or's principal dwelling, including a mobile home; (C) the payment of all other sums advanced to protect the security of this mortgage is on the Mortgage; and (D) the performance of all covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby agree to secure to Mortgage as evidenced by said Agreement and said other obligations and liabilities now or hereafter incurred by Mortgagor to Mortgage, whether joint or several, primary or secondary, or absolute or contingent or secured by additional or different collateral, with the exception of any other indebtedness for personal, family or household or's principal dwelling, including a mobile home; (C) the payment of all other sums advanced to protect the security of this mortgage is on the Mortgage; and (D) the performance of all covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby agree to secure to Mortgage as evidenced by said Agreement and said other obligations and liabilities to Mortgage as follows:

THE RECORDER OF LAKE COUNTY, INDIANA. THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN SAMMAY ADDITION TOWNSHIP, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 48 PAGE 76, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



TOGETHER with all buildings, improvements, rights-of-way, driveways, alleys, oil and gas rights and profits, water, vapor, apparatus, motors, engines, machinery, on, used or intended to be used in connection with the Real Estate, including, but not limited to, those for the purpose of supplying or distributing heating, cooling, curtain rods, mirrors, cabinets, attaching trees, shrubs and plants, plumbing and physically annexed to the real estate and additions thereto, shall be deemed the "Real Estate".

Mortgagor hereby covenants and warrants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage generally the title to the Property against restrictions of record listed in a schedule in the Property.

**2. TAXES AND CHARGES.** Mortgagor shall pay from time to time, when due, and before any penalties attaches, all general and special taxes and assessments against the Property or arising from the use, occupancy or possession thereof. Mortgagor shall promptly furnish to Mortgagee, upon request by Mortgagee, all notices, bills and statements received by Mortgagee or amounts so due, and promptly furnish Mortgagee receipts evidencing such payments. Mortgagor may in good faith contest at its own expense in full under protest or deposits said sum

**3. INSURANCE.** Mortgagor shall keep all buildings and improvements now existing or here after erected or situated on the Property insured against fire, lightning, windstorm, vandalism, malicious damages, and any such other hazards included with the term "extended coverage", together with such other hazards, liabilities and contingencies in such amounts and for such periods as Mortgagee may from time to time reasonably require. Mortgagor shall keep all buildings and improvements insured against loss by damage by flood if the Property is located in a Flood Hazard Zone. Mortgagor shall obtain premises liability insurance with respect to the Property in an amount acceptable to the Mortgagee.

All said insurance policies and renewals thereof shall be issued by carriers satisfactory to the Mortgagee, and shall include a standard mortgage clause, loss payee clause or endorsement in favor of the Mortgagee and in form and substance acceptable to the mortgagee. Each said policy shall not be cancellable by the insurance company without at least thirty (30) days prior written notice to the Mortgagee. Any such insurance policy shall be in a sum sufficient to pay in full the cost of repairing and replacing the buildings and improvements on the Property and in no event shall be less than the maximum amount that the Mortgagee is obligated to loan to the Mortgagor pursuant to said Agreement secured hereby. The Mortgagee shall deliver the original of any such policy to the Mortgagor to be held by it. The Mortgagor shall promptly furnish to Mortgagee, on request, all renewal notices and receipts for paid premiums. At least thirty (30) days prior to the expiration date of any such policy, Mortgagor shall deliver to Mortgagee any such renewal policy.

In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee. Mortgagor authorizes and empowers Mortgagee as attorney-in-fact for Mortgagor to adjust and compromise any claim under any such insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, to endorse and deposit any insurance checks or drafts payable to Mortgagor, and to deduct there from Mortgagee's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 3 shall require Mortgagee to incur any expense to take action hereunder, nor prevent the Mortgagee from asserting any independent claim or action versus any such insurance carrier in its own name.

The insurance proceeds after the deduction of the Mortgagee's expenses incurred in collecting the same, shall be applied to the payment of the sums secured by this Instrument, whether or not then due with the balance, if any, to Mortgagor. Any such application of the proceeds shall not extend or postpone the due dates of the payments or change the amounts of such installments provided by said Agreement. If the Property is sold pursuant to paragraph 12 hereof or if Mortgagee acquires title to the Property, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

**4. PRESERVATION AND MAINTENANCE OF PROPERTY.** Mortgagor (a) shall not commit waste or permit impairment or deterioration of the Property, make any material alterations therein, nor demolish or remove the same, (b) shall not abandon the Property, (c) shall keep the Property including improvements thereon in good condition and repair, (d) shall not mortgage or otherwise encumber nor allow any judgement liens, tax liens or mechanic's liens to be imposed against the Property, (e) shall promptly pay when due any indebtedness which may be secured by any other mortgage, lien or charge on the Property, (f) shall comply with all laws, ordinances, regulations, codes and requirements of any governmental body applicable to the Property, (g) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Mortgagee.

**5. USE OF PROPERTY.** Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Mortgagor shall not initiate or acquiesce to a change in the zoning classification of the Property without Mortgagee's prior written consent.

**6. PROTECTION OF MORTGAGEE'S SECURITY.** If Mortgagor fails to perform any of the covenants and agreements contained in this Instrument or in the Note, Agreement, or any Security Agreement, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Mortgagee therein, then Mortgagee at Mortgagee's option may disburse such sums, may make such appearances and take such action as Mortgagee deems necessary, in its sole discretion, to protect Mortgagee's interest.

Any amounts disbursed by Mortgagee pursuant to this Paragraph 6 shall become an additional indebtedness of Mortgagor secured by this Instrument. Such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Agreement. Mortgagor hereby covenants and agrees that Mortgagee shall be subrogated to the rights of the holder of any lien so discharged, in whole or in part, by the Mortgagee. Nothing contained in this paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder. If Mortgagee makes any payment authorized by this paragraph 6, including but not limited to, taxes, assessments, charges, liens security interests or insurance premiums, Mortgagee may do so according to any notice, bill, statement or estimate received from the appropriate party without inquiry into the accuracy or validity of such notice, bill, statement or estimate. The payment of any such sums by the Mortgagor shall not be deemed a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Instrument and declare this Instrument in default, and failure to so act shall not be considered as a waiver of any right accruing to Mortgagee on account of any default hereunder on the part of the Mortgagor.

7. **INSPECTION.** Mortgagee may at all reasonable times and access the

8. **CONDEMNATION.** Mortgagee shall promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, and Mortgagee shall appear in and prosecute any such action or proceeding, as attorney-in-fact at Mortgagee's option, as attorney-in-fact for damages, direct or consequential, Property, or part thereof, or for conveyance of the Property, grant an option to purchase the same, lease the Property, sell the same beneficial interest or power of director

9. **TRANSFERS.** Mortgagee shall, if the same, lease the Property, sell the same beneficial interest or power of director the Mortgagee.

10. **SUCCESSORS AND ASSIGNMENTS.** All covenants and agreements herein contained shall bind the respective successors and assigns of Mortgagee, subject to the provisions of Paragraph 10 hereof, and the rights and privileges of the Mortgagee shall inure to the benefit of its payee, holders, and assigns of the Mortgagee. Mortgagee shall be joint and several, in exercising any rights and privileges of the Mortgagee through its employees, agents or independent contractors as authorized by Mortgagee and are not to be used to interpret

11. **GOVERNING LAW; SEVERABILITY.** This instrument shall be governed and enforced by the laws of the State of Indiana except where the Mortgagee supervising the Mortgagee is permitted to have those provisions of the instrument enforced in accordance with applicable laws, such conflict shall not affect other provisions of this instrument, and the provisions of this instrument shall be severable. In the event that any charge provided for in this instrument is found to be unenforceable, the unenforceability shall not affect the enforceability of the other provisions of this instrument. The amount of any charge levied in connection with this instrument shall be applied by Mortgagee to reduce the principal of the indebtedness evidenced by the agreement and the Note. For the purpose of determining whether any charge provided for in this instrument is enforceable, all charges levied in connection with such indebtedness shall be as well as all other charges levied in connection with such indebtedness which allocated and spread over the statement term of the Agreement and Note.

12. **DEFAULT; ACCELERATION; WAIVER OF DEFENSE.** Upon Mortgagee's default of any covenant, warranty, condition or agreement but not limited to, the covenants to pay when due any sums secured by this instrument, or the default by Mortgagee of any other obligation secured by this mortgage, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this instrument to be immediately due and payable without further demand and may foreclose this instrument by judicial proceedings. Mortgagee shall be entitled to limited to, attorney's fees, appraisal fees, abstracts and title reports.

13. **MISCELLANEOUS.** (i) The word "Mortgagee" shall mean its respective successors and assigns. The singular shall mean the plural and the plural shall mean the singular and the use of any word exercising any right or remedy hereunder shall be deemed to include all persons executing this mortgage and their successors and assigns. (ii) Any foreclosure by Mortgagee in exercising any right or remedy hereunder shall not be a waiver of or preclude the exercise of any right or remedy hereunder.

14. **ASSIGNMENT; RELEASE OF MORTGAGEE'S OBLIGATION.** Mortgagee shall be entitled to assign its obligations under this mortgage to any other holder. All charges, expenses and attorney's fees when incurred or paid by Mortgagee shall become the obligation of the assignee. (ii) Any assignment or subordination of this mortgage shall be subject to the terms and conditions set forth in this mortgage and shall not constitute an assignment or subordination of this mortgage for purposes of this mortgage.

15. **ASSIGNMENT; RELEASE OF MORTGAGEE'S OBLIGATION.** Mortgagee shall be entitled to assign its obligations under this mortgage to any other holder. All charges, expenses and attorney's fees when incurred or paid by Mortgagee shall become the obligation of the assignee. (ii) Any assignment or subordination of this mortgage shall be subject to the terms and conditions set forth in this mortgage and shall not constitute an assignment or subordination of this mortgage for purposes of this mortgage.

the exercise of any such right or remedy; (iii) Each remedy provided for in this Instrument is distinct and cumulative to all other rights and remedies under this Instrument or afforded by applicable law or equity, and may be exercised concurrently, independently or successively in any order whatsoever; (iv) That no change, amendment or modification of this Instrument shall be valid unless in writing and signed by the Mortgagor and Mortgagee or their respective successors and assigns.

IN WITNESS WHEREOF, Mortgagor has executed this Instrument the date and year set forth above.

Thomas J. Zurawski  
THOMAS J. ZURAWSKI

Edna E. Zurawski  
AND EDNA E. ZURAWSKI, H/W

STATE OF INDIANA

COUNTY OF LAKE }

SS:

Before me, Charlotte Thomas, A Notary Public in and for

said county and State, on this 15 day of Sept, A.D., 2003, personally appeared \_\_\_\_\_

THOMAS J. ZURAWSKI & EDNA E. ZURAWSKI H/W personally known to me to be the person(s) who (is) (are) described in and who executed the foregoing mortgage, and acknowledge the same to be (his) (their) voluntary act and deed for the uses and purposes therein set forth.

My commission expires: \_\_\_\_\_ Charlotte Thomas

Notary Public

Resident of LAKE County.

Printed Name Charlotte Thomas

This Instrument prepared by: LAWRENCE H. STENGEL SR. VICE PRESIDENT

