2003 107492

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2003 061-7 17 1:07

MORRIS W. CARTER BECORDED

Return 10:		
Records Processing Services		Recording Requested by &
577 Lamont Road		When Recorded Return To:
Elektrist, IL 60126	MODTOACE	US Recordings, Inc.
421725	MORTGAGE	2925 Country Drive Ste 201
15884695		St. Paul, MN 55117
IF BOX IS CHECKED, THIS M	MORTGAGE SECURES FUT	TURE ADVANCES.
THIS MORTGAGE is made on this 24T ERIC O'CONNOR, NOT STATED	H day of SEPTEMBER	, 20_03_, between the Mortgagor,
71 177 117		
(herein "Borrower"), and Mortgagee BENER		A BENEFICIAL MORTGAGE CO. ,
a corporation organized and existing under		whose address is
238 W LINCOLN HWY, SCHERERVILLE,	, IN 46375	
(herein "Lender").	Document is	
The following paragraph preceded by a chec	ked box is applicable.	N.
X WHEREAS, Borrower is indebted	to Lender in the principal sum	of \$0,203.73
evidenced by Borrower's Loan Agreement	dated SEPTEMBER 24, 200	and any extentions or renewals thereof
(including those pursuant to any Renegotia	ble Rate Agreement) (herein "N	Note"), providing for monthly installments
of principal and interest, including any adj	justments to the amount of pa	yments or the contract rate if that rate is
variable, with the balance of the indebtedene	ess, if not sooner paid, due and p	payable on SEPTEMBER 24, 2013;
WHEREAS, Borrower is indebted t	to I and on in the animainal arms	
as may be advanced pursuant to Borrower	c's Pavolving Loss Agreement	of \$, or so much thereof
extensions and renewals thereof (herein "N	Note") providing for monthly	dated and
under the terms specified in the Note, in	cluding any adjustments in the	interest gate if that gate is reministed
providing for a credit limit stated in the pri	ncinal sum above and an initial	advance of C
providing for a droate mine beated in the pri	norpai sum above and an mittai	advance of \$
	Elica Opin	
TO SECURE to Lender the repayn	nent of (1) the indebtedness ev	idenced by the Note, with interest thereon,
including any increases if the contract rate	is variable; (2) future advances	under any Revolving Loan Agreement; (3)
the payment of all other sums, with interes	st thereon, advanced in accordance	nce herewith to protect the security of this
Mortgage; and (4) the performance of the	covenants and agreements of	Borrower herein contained, Borrower does
hereby mortgage, grant and convey to Lend	ler and Lender's successors and	
located in the County of		State of Indiana:
THE FOLLOWING DESCRIBED TO-WIT:	REAL ESTATE IN LAKE COU	NTY, INDIANA,
LOTO NUMBER		
LOTS NUMBERED 38-42, BLO	OCK 3AS SHOWN ON THE REC	ORDED PLAT OF
GARY ON THE HILL RECORDS	ED IN PLAT BOOK 7, PAGE	63 IN THE
OFFICE OF THE RECORDER (OF LAKE COUNTY, INDIANA.	
SUBJECT TO:		
1. ALL EASEMENTS, COVENA NOW OF RECORD.	ANTS, ASSESSMENTS AND RE	STRICTIONS
08-28 NP INTGED ON EXHIBIT A-LEGAL D	ESCRIPTION	11/20-20
		IN0012A1

*D3619292EL97MTG80001N0012A10**OCONNOR

02089124

ORIGINAL

TOGETHER with all the improvements now or hereafter erected on the appurtenances and rents, all of which shall be deemed to be and remain a Mortgage; and all of the foregoing, together with said property (or the leal leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby c grant and convey the Property, and that the property is unencumbered, except covenants that Borrower warrants and will defend generally the title to the P_1 subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as fol 1. Payment of Principal and Interest. Borrower shall promptly pay indebtedness evidenced by the Note as provided in the Note, including any vectorate rate.

2. Funds for Taxes and Insurance. Subject to applicable law and or Borrower shall pay to Lender on the day monthly payments of principal ar until the Note is paid in full, a sum (herein "Funds") equal to one-twelft (including condominium and planned unit development assessments, if any Mortgage and ground rents on the Property, if any, plus one-twelfth of ye insurance, plus one-twelfth of yearly premium installments for mortgage estimated initially and from time to time by Lender on the basis of assessm thereof. Borrower shall not be obligated to make such payments of Funds makes such payments to the holder of a prior mortgage or deed of trust if suc

If Borrower pays Funds to Lender, the Funds shall be held in an institutio insured or guaranteed by a Federal or state agency (including Lender if Lenc apply the Funds to pay said taxes, assessments, insurance premiums and grou holding and applying the Funds, analyzing said account or verifying and complender pays Borrower interest on the Funds and applicable law permits Leand Lender may agree in writing at the time of execution of this Mortgage to Borrower, and unless such agreement is made or applicable law requires sube required to pay Borrower any interest or earnings on the Funds. Lender an annual accounting of the Funds showing credits and debits to the Funds a the Funds was made. The Funds are pledged as additional security for the sur

If the amount of the Funds held by Lender, together with the future mont to the due dates of taxes, assessments, insurance premiums and ground rent pay said taxes, assessments, insurance premiums and ground rents as the Borrower's option, either promptly repaid to Borrower or credited to Borrow If the amount of the Funds held by Lender shall not be sufficient to pay taxes ground rents as they fall due, Borrower shall pay to Lender any amount nece or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall 1 held by Lender. If under paragraph 17 hereof the Property is sold or the Property Lender shall apply, no later than immediately prior to the sale of the Property Funds held by Lender at the time of application as a credit against the sums s

3. Application of Payments. Unless applicable law or the Note provic Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lenc to Lender by Borrower under paragraph 2 hereof, then to interest at the applic to the principal.

4. Prior Mortgages and Deed of Trust; Charges; Liens. Borrower shal under any mortgage, deed of trust or other security agreement with a lien including Borrower's covenants to make payments when due. Borrower shassessments and other charges, fines and impositions attributable to the Prothis Mortgage, and leasehold payments or ground rents, if any

this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing insured against loss by fire, hazards included within the term "extended cover may require and in such amounts and for such periods as Lender may require

The insurance carrier providing the insurance shall be chosen by the Bo provided, that such approval shall not be unreasonably withheld. All insuranc in a form acceptable to Lender and shall include a standard mortgage clause Lender. Lender shall have the right to hold the policies and renewals thereof, deed of trust or other security agreement with a lien which has priority over

In the event of loss, Borrower shall give prompt notice to the insurance proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond notice is mailed by Lender to Borrower that the insurance carrier offers to Lender is authorized to collect and apply the insurance proceeds at Lender's the Property or to the sums secured by this Mortgage.

property, and all easements, rights, rt of the property covered by this old estate if this Mortgage is on a

eyed and has the right to mortgage, encumbrances of record. Borrower rty against all claims and demands,

nen due the principal and interest tions resulting from changes in the

f requested in writing by Lender, nterest are payable under the Note, f the yearly taxes and assessments hich may attain priority over this premium installments for hazard surance, if any, all as reasonably and bills and reasonable estimates ender to the extent that Borrower older is an institutional lender.

se deposits or accounts of which are s such an institution). Lender shall rents. Lender may not charge for so ig said assessments and bills, unless to make such a charge. Borrower interest on the Funds shall be paid interest to be paid, Lender shall not give to Borrower, without charge, the purpose for which each debit to be decured by this Mortgage.

installments of Funds payable prior hall exceed the amount required to fall due, such excess shall be, at on monthly installments of Funds. sessments, insurance premiums and y to make up the deficiency in one

nptly refund to Borrower any funds ty is otherwise acquired by Lender, or its acquisition by Lender, any ed by this Mortgage.

therwise, all payments received by irst in payment of amounts payable contract rate of the Note, and then

rform all of Borrower's obligations ch has priority over this Mortgage, pay or cause to be paid all taxes, y which may attain a priority over

r hereafter erected on the Property," and such other hazards as Lender

ver subject to approval by Lender; plicies and renewals thereof shall be avor of and in a form acceptable to bject to the terms of any mortgage, Mortgage.

rier and Lender. Lender may make

Lender within 30 days from the date ttle a claim for insurance benefits, on either to restoration or repair of

08-29-03 MTG IN0012A2



*03619292EL97MTG80001N0012A20**0CONNOR



ORIGINA

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 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 contract rate, 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 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 Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower and all other parties who are or hereafter become secondarily liable shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest and such other parties secondarily liable. 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. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. 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 certified 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 certified 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 applicable law contained in the Note shall control. Where no applicable law is contained therein, 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 Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note 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 Note and of this Mortgage, if requested, at the time of execution or after recordation hereof.

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.

08-29-03 MTG IN0012A3



16. Transfer of the Property. If Borrower sells or transfers all or any par excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage operation of law upon the death of a joint tenant, (c) the grant of any lease containing an option to purchase, Borrower shall cause to be submitted inform transferee as if a new loan were being made to the transferee. Borrower will con this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the immediately due and payable. If Lender exercises such option to accelerate. acceleration in accordance with paragraph 12 hereof. Such notice shall provide a date the notice is mailed or delivered within which Borrower may pay the sun such sums prior to the expiration of such period, Lender may, without further any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant as

17. Acceleration; Remedies. Except as provided in paragraph 16 her covenant or agreement of Borrower in the Note or this Mortgage, Lene all of the sums secured by this Mortgage to be immediately due and p may foreclose this Mortgage by judicial proceeding. Lender shall be en all expenses of foreclosure, including, but not limited to, reason documentary evidence, abstracts and title reports, if Borrower has c agreement of Borrower in the Note or this Mortgage prior to the filing

- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration Borrower's breach, Borrower shall have the right to have any proceedings beg discontinued at any time prior to entry of a judgment enforcing this Mortgage which would be then due under this Mortgage and the Note had no acceleration (of any other covenants or agreements of Borrower contained in this Mortgage; (incurred by Lender in enforcing the covenants and agreements of Borrower con-Lender's remedies as provided in paragraph 17 hereof, including, but not limit Borrower takes such action as Lender may reasonably require to assure that the in the Property and Borrower's obligation to pay the sums secured by this Mov such payment and cure by Borrower, this Mortgage and the obligations secure effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional assigns to Lender the rents of the Property, provided that Borrower shall, p hereof, or abandonment of the Property, have the right to collect and reta payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Prop receiver appointed by a court to enter upon, take possession of and manage the Property including those past due. All rents collected by the receiver sl costs of management of the Property and collection of rents, including, but no on receiver's bonds and reasonable attorneys' fees, and then to the sums secur be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Mortgage, Lende shall pay all costs of recordation, if any.
 - 21. Waiver of Valuation and Appraisement. Borrower hereby waives all
- 22. Redemption. Borrower, to the extent allowed by law, hereby waives a event of foreclosure of this Mortgage,
- 23. Arbitration Rider to Note. The Arbitration Rider attached to and incorporated by reference and made a part of this Mortgage.

the Property or an interest therein,) a transfer by devise, descent, or by 1 interest of three years or less not n required by Lender to evaluate the e to be obligated under the Note and

ıms secured by this Mortgage to be nder shall mail Borrower notice of iod of not less than 30 days from the eclared due. If Borrower fails to pay ice or demand on Borrower, invoke

gree as follows:

upon Borrower's breach of any at Lender's option, may declare ble without further demand and led to collect in such proceeding e attorneys' fees and costs of 1 its breach of any covenant or such foreclosure proceeding.

the sums by this Mortgage due to by Lender to enforce this Mortgage (a) Borrower pays Lender all sums rred; (b) Borrower cures all breaches forrower pays all reasonable expenses ed in this Mortgage, and in enforcing b, reasonable attorneys' fees; and (d) n of this Mortgage, Lender's interest Oge shall continue unimpaired. Upon ereby shall remain in full force and

curity hereunder, Borrower hereby to acceleration under paragraph 17 uch rents as they become due and

Lender shall be entitled to have a Property and to collect the rents of be applied first to payment of the mited to, receiver's fees, premiums by this Mortgage. The receiver shall

all release this Mortgage. Borrower

it of valuation and appraisement. and all rights of redemption in the

rade a part of the Note is hereby

(THIS SPACE INTENTIONALLY LEFT JANK)

08-29-03 MTG IN0012A4







ORIGINAL

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 WHEREO	F, Borrowe	er has executed this	s Mortgage.	N			
			Zui ll			·.···SE	ALT:
			Eric O'Conno	or		-Borro (SE.	
STATE OF INDIANA,	Lake		County_ss:			-Borro	ower
On this 24th Notary Public in and for sai	day of d County,			, 20 03	N D K	, the undersigned	y Fire
		NOT OF	FICIA	d the execu	tion of the for	regoing instrume	nt.
My Commission expires:	Notary	"OFFICIAL SEAL" ristine C. Bus Indiana Lake County ission Expires Dec. 12, 2008	nty Reterior	stone	Notary Public	wel	
STATE OF INDIANA, On this	1 6		County ss:				
Notary Public in and for sai	day of _d County,					e, the undersigne	
My Commission expires:			and acknowledge	d the execut	tion of the fore	egoing instrumen	t.
			II) 8	This inst	Notary Public		
			Sharor	n Barnett		1 3	
			-		(Name)		
			238 W.	Lincoln		rerville, IN	46375
					(Address)		
	(Space	Below This Line Re	served For Lender	and Recorde	er)		

08-29-03 MTG

IN0012A5



*03619292EL97MTG80001N0012A50**0CONNOR

ORIGIN

EXHIBIT A (PAGE 1)

2. ALL REAL ESTATE TAXES CURRENTLY DUE AND PAYABLE AND ALL SUBSEQUENT REAL ESTATE TAXES WHICH BECOME DUE AND PAYABLE. TAX MAP OR PARCEL ID NO.: 27-17-0173-0038 ,TAX MAP OR PARCEL ID NO.: 27-17-0173-0040 ,TAX MAP OR PARCEL ID NO.: 27-17-0173-0041 ,TAX MAP OR PARCEL ID NO.: 27-17-0173-042



U15884695-01IN06

MORTGAGE REF# D03-574276 US Recordings



*03619292EL97MTG80001N0012A00**0C0NNOR