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SPACE ABOVE FOR RECORDER'S USE

WHEN RECORDED MAIL TO:  
COUNTRYWIDE HOME LOANS, INC.  
MSN SV-79 DOCUMENT CONTROL DEPT.  
P.O. BOX 10286  
VAN NUYS, CALIFORNIA 91410-0266

PARCEL ID # 9-402-10

DOC ID #: 0003830745365209

ESCROW/CLOSING #: 620038653

**MORTGAGE**

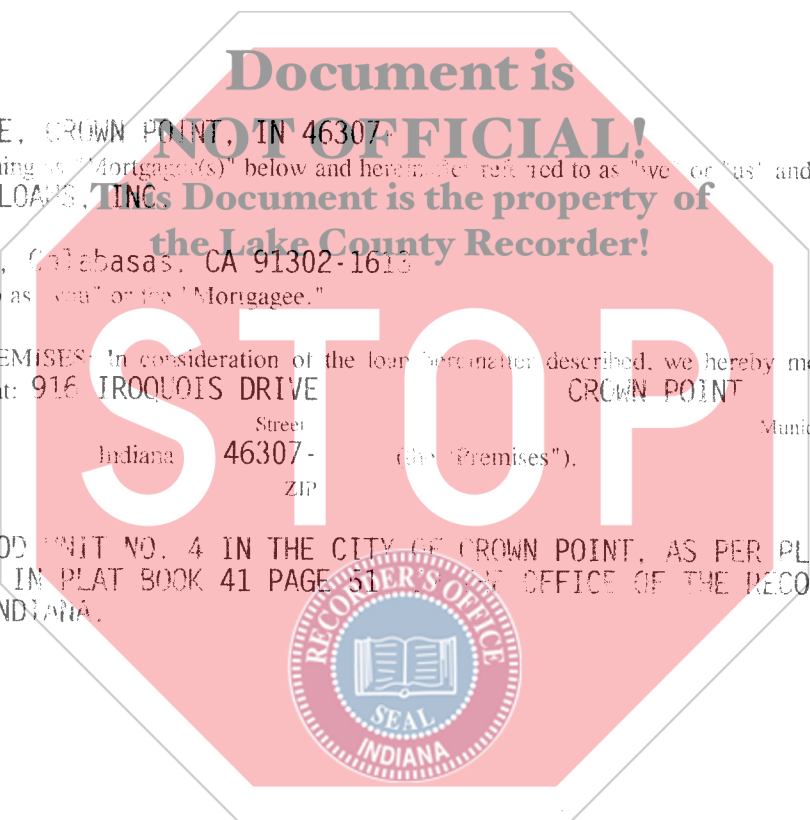
(Line of Credit)

THIS MORTGAGE, date October 8, 2003, is between  
SCOTT R SPRINGMAN, AND DAWN D SPRINGMAN, **Husband and Wife**

residing at  
916 IROUOIS DRIVE, CROWN POINT, IN 46307  
the person or persons signing as "Mortgagee(s)" below and hereinafter referred to as "we" or "us" and  
COUNTRYWIDE HOME LOANS, INC. is the property of  
with an address at  
4500 Park Branada, Calabasas, CA 91302-1610  
and hereinafter referred to as "you" or the "Mortgagee."

CHICAGO TITLE INSURANCE COMPANY

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to  
you the premises located at: 916 IROUOIS DRIVE CROWN POINT  
Street Municipality  
LAKE Indiana 46307- (the "Premises").  
ZIP  
and further described as:  
LOT 75 IN BRIARWOOD UNIT NO. 4 IN THE CITY OF CROWN POINT, AS PER PLAT  
THEREOF RECORDED IN PLAT BOOK 41 PAGE 51 IN THE OFFICE OF THE RECORDER  
OF LAKE COUNTY, INDIANA.



The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

HELOC - IN MORTGAGE  
2C4771IN (05/02)

Page 1 of 1

Initials: SRS  
DD3

\*23991\*

\*008307453000002C477\*

15-  
JC  
GT

LOAN: The Mortgage will secure your loan in the principal amount of \$ 15,000.00  
advanced and refinanced from time to time to

or so much thereof as may be

SCOTT R SPRINGMAN  
DAWN D SPRINGMAN

the Borrowers under the Home Equity Credit Line Agreement And Disclosure Statement (the "Note") dated 10/08/2003 plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

FUTURE ADVANCES: This mortgage also secures FUTURE ADVANCES which may be made by MORTGAGEE to MORTGAGOR up to an additional maximum not to exceed \$ 15,000.00

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

#### BORROWER'S IMPORTANT OBLIGATIONS:

(a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or other charters creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims to the extent of your interest under this mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name on any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of insurance, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, for any benefit or for an easement in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of our lien and security interest in the Premises.

(f) OUR AUTHORITY TO YOU: If we fail to perform our obligations under the Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You may deduct the amounts you advanced to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance or effect or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments, on our behalf, will not cure our failure to perform our obligations in this Mortgage. Any replacement insurance that you obtain to cover loss or damage to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

(g) PRIOR MORTGAGE: If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated 05/31/2003 and given to us by COUNTRYWIDE HOME LOANS, INC. as mortgagee in the original amount of \$ 78,000.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(h) HAZARDOUS SUBSTANCES: We shall not cause or allow the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of such quantities of Hazardous Substances that are commonly recognized to be appropriate to normal residential uses and

to maintain and defend the Premises. As used in this paragraph, "Hazardous Substances" means substances defined as toxic or hazardous substances by Environmental Law and the following: 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, "Environmental Law" means local laws and laws of the jurisdiction where the Premises are located that relate to health, safety, or environmental protection.

(i) **SALE OF PREMISES.** We will not sell, transfer ownership, or mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

**NO LOSS OF RIGHTS:** The Note and this Mortgage may be assigned and assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

**DEFAULT:** Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 11(a) of the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as permitted by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, due to you from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of judgment and foreclosure, subject to the provisions of applicable state law. In addition, you shall be entitled to collect reasonable fees and costs actually incurred by you in proceeding to foreclose, including, but not limited to, reasonable attorney fees and costs of documentary evidence, abstracts and title reports.

**ASSIGNMENT OF RENTS:** **ASSIGNMENT OF RECEIVERSHIP:** As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the court shall be entitled to take possession of and manage the Premises and collect the rents of the Premises in full on each day due.

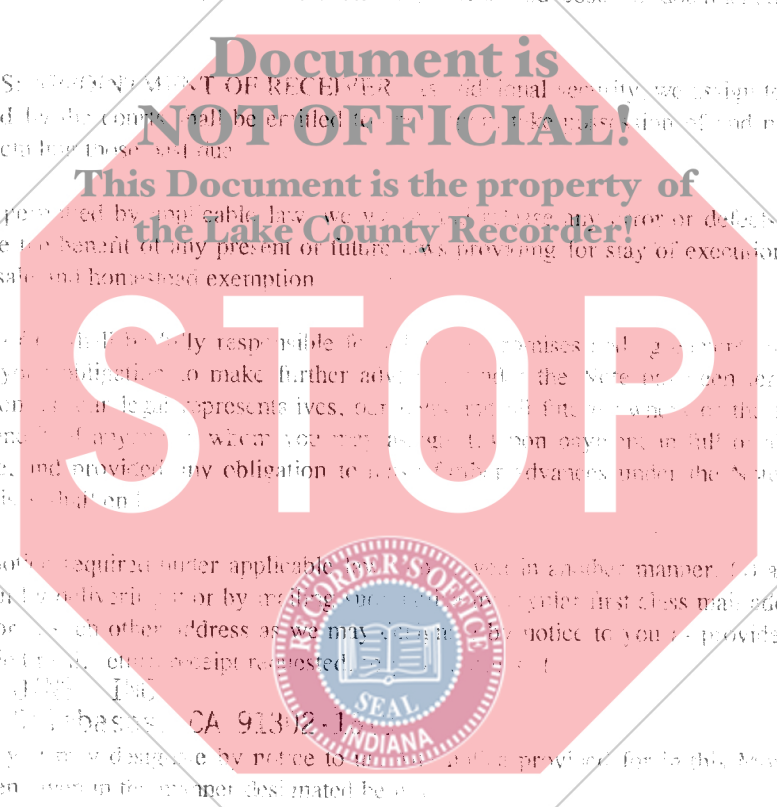
**WAIVERS:** To the extent permitted by applicable law, we waive and release any error or defect in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**BINDING EFFECT:** Each of us shall be fully responsible for all obligations under this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage shall be binding on all our legal representatives, our heirs, assigns, successors and assigns of the Premises. This Mortgage is for your benefit and the benefit of anyone to whom you may assign it, upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your obligations under the Premises shall end.

**NOTICE:** Except to the any notice required under applicable law, we will give you in another manner, (a) any notice to us provided for in this Mortgage, shall be given to you by mail or by another means of first class mail addressed to us at the last address appearing in your records or at such other address as we may determine by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to the address above.

**COUNTRYWIDE HOME EQUITY, INC.**  
4500 Park Granada, Colton, CA 91302-1000  
or to such other address as you may designate by notice to us as provided for in this Mortgage shall be deemed to have been given to you when given to the address designated by you.

**RELEASE:** Upon payment of all sums secured by this Mortgage, we released your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without any further action, that we shall pay any fees for recording of a satisfaction of this Mortgage.



GENERAL: You are waiving or releasing any of your rights in this Mortgage without taking them. Any waiver by you of any provision of this Mortgage is deemed a waiver of that or any other provision or any other provision.

THIS MORTGAGE has been signed by each of us on the date and in the presence of:

WITNESS:

*Scott R Springman*  
Mortgagee: SCOTT R. SPRINGMAN

(SEAL)

*Dawn D Springman*  
Mortgagee: DAWN D. SPRINGMAN

(SEAL)

Mortgagee:

(SEAL)

Mortgagee:

(SEAL)

STATE OF INDIANA,

Document is NOT OFFICIAL! Lake County, IN

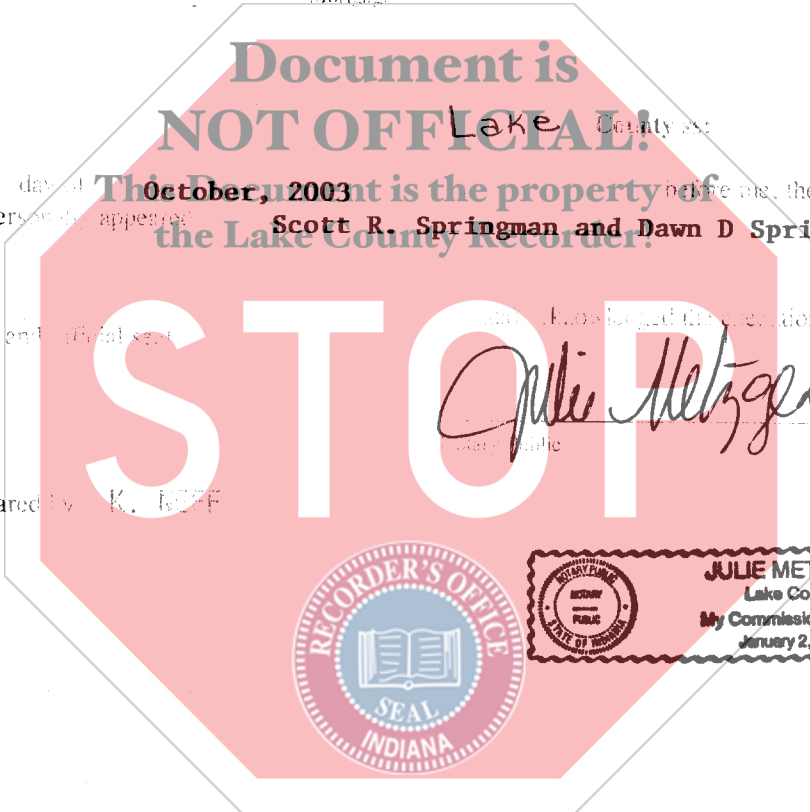
On this **8th** day of **October, 2003**, the undersigned, a Notary Public in and for said County, personally appeared **Scott R. Springman and Dawn D Springman, Husband and Wife** to

WITNESSES the signing of the foregoing instrument.

My Commission Expires:

*Julie Metzger*  
Notary Public

This instrument was prepared by K. KEE



**JULIE METZGER**  
Lake County  
My Commission Expires  
January 2, 2011