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2004 032819

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 JUL 22 7:13 AM

MORTGAGE  
RECORD

*Please Return Recorded Mortgage to:*

**U S #1364 Federal Credit Union, 8400 Broadway, Merrillville, IN 46410, 219-769-1700**

-----Space Above this Line For Recording Data-----

**U S** #1364 Federal  
Credit Union

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## REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That **ALANSON D. TOBIAS AND JENNIFER A. TOBIAS, HUSBAND AND WIFE**, (individually and collectively referred to as a "Mortgagor") of **LAKE** County, State of **INDIANA**, MORTGAGE and WARRANT to the **U S #1364 FEDERAL CREDIT UNION**, 8400 Broadway, Merrillville, Indiana 46410, ("Mortgagee"), the following described real estate in **LAKE** County, Indiana:

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NOT OFFICIAL!**

**This Document is the property of  
the Lake County Recorder!**

**A PARCEL OF LAND LOCATED IN THE CITY OF  
SCHERERVILLE, COUNTY OF LAKE, STATE OF INDIANA,  
AND KNOWN AS:**

**BEING LOT NUMBERED 169 IN COUNTRY HILLS ESTATES  
UNIT NO. 6 AS SHOWN IN THE RECORDED PLAT/MAP  
THEREOF IN BOOK 68 PAGE 66 OF LAKE COUNTY  
RECORDS.**



subject to a mortgage lien in favor of **FIFTH THIRD BANK** dated **JULY 14, 2001** and recorded **JULY 31, 2001** as **2001-60419** in the Office of the Recorder of **LAKE** County, Indiana, and commonly referred to as **1976 CHRISTENSON LANE, SCHERERVILLE, Indiana, 46375.**

TOGETHER WITH all rights, privileges, interests, easements and improvements, including replacements and additions, now or hereafter part of the real estate, and all rents, issues, income and profits of the real estate. All of the foregoing is hereafter referred to as the "Mortgaged Premises."

**This Mortgage secures (i)** the performance of the provisions hereof and the payment of all sums due under a variable rate home equity lending agreement (the "Agreement") in the maximum amount of **THIRTY FIVE THOUSAND AND 00/100 DOLLARS (\$35,000.00)** dated the same date as this Mortgage, and to which Mortgagee and one or more of Mortgagor are parties, **(ii)** any future advances with interest thereon made to Mortgagor by Mortgagee pursuant to such Agreement or Paragraph 12 hereof ("Future Advances"), and **(iii)** any extensions, modifications or renewals of the indebtedness and obligations secured by this Mortgage.

15.00  
KIM  
CASH

Mortgagor (jointly and severally) and Mortgagee covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Mortgagor shall pay when due all sums and charges, principal and interest on any indebtedness which Mortgagor incurs under the Agreement or Mortgage, late charges as provided in the Agreement, and the principal of and interest on any Future Advances secured by this Mortgage.
2. **TAXES; CHARGES; LIENS.** Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Mortgaged Premises.
3. **FEE SIMPLE OWNERSHIP; FIRST MORTGAGE RESTRICTIONS ON SECOND MORTGAGE; LIENS.** Mortgagor warrants to and covenants with Mortgagee, that Mortgagor is the fee simple owner of the Mortgaged Premises, subject only to the mortgage recited herein, and current taxes and assessments. Mortgagor further warrants and covenants that the mortgage includes no prohibitions against the Mortgagor's entering this Mortgage or requirements with which Mortgagor has not complied before entering this second Mortgage. Mortgagor shall promptly discharge any lien which has priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Mortgagee's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Mortgaged Premises; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Mortgaged Premises is subject to a lien, which may attain a priority over this Mortgage, Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice to Mortgagor of the existence thereof.
4. **REPAIR OF MORTGAGED PREMISES; INSURANCE.** Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain adequate insurance in effect at all times against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time; all such insurance policies shall be placed with reliable companies acceptable to Mortgagee and shall contain proper clauses making all proceeds of such policies payable to all Mortgagees and the Mortgagor as their respective interests may appear. Copies of such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

If Mortgagor shall fail to maintain the Mortgaged Premises or insurance, Mortgagee, at its sole option may purchase such insurance coverage, or make said repairs, and all costs associated therewith shall be immediately due and payable by Mortgagor; if not so paid they shall be added to the balance owing on all obligations to Mortgagee by Mortgagor, secured by this Mortgage. Failure to maintain repairs or insurance shall also constitute default under Paragraph 7, hereof, whether or not Mortgagee has undertaken to purchase insurance or make such repairs. All such costs, so added, shall bear interest at the same rate as the remaining balance outstanding on all advances under the Agreement.
5. **APPLICATION OF INSURANCE PROCEEDS.** Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened by such repair, the insurance proceeds shall be applied to the sums secured by this Mortgage and the first mortgage, in order of priority, whether or not then due, with any excess paid to Mortgagor. Mortgagee may act as attorney-in-fact for Mortgagor in making, adjusting and settling claims under the insurance policies and endorsing Mortgagor's name on any drafts drawn by insurers of the Mortgaged Premises if Mortgagor fails to timely adjust or settle, or if Mortgagor has abandoned said premises.
6. **ADVANCEMENTS TO PROTECT SECURITY.** Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Mortgage. All sums so advanced and paid by Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest at the same rate as the remaining balance outstanding on all advances under the Agreement. Such sums may include, but are not limited to, insurance premiums, taxes, assessments, and liens which may be or become prior and senior to this Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or the Mortgaged Premises.
7. **DEFAULT BY MORTGAGOR; REMEDIES OF MORTGAGEE.** Any of the following shall be deemed to be an event of default:
  - a. Failure of the Mortgagor to make any payment provided for herein or in the Agreement.
  - b. Failure of the Mortgagor to perform or comply with any covenant, agreement or condition contained herein or in the Agreement.
  - c. Acceleration of the indebtedness secured by this Mortgage for any reason.
  - d. Abandonment of the Mortgaged Premises by the Mortgagor.
  - e. If a petition in bankruptcy is filed by or against the Mortgagor or a trustee or receiver is appointed for the Mortgagor or for any part of the Mortgaged Premises or if the Mortgagor makes any assignment for the benefit of creditors.

- f. Default by a Mortgagor under the terms of any other Mortgage or other instrument imposing a lien upon the Mortgaged Premises.

Upon the happening of any event of default, the entire indebtedness secured hereby shall become immediately due and payable at the sole option of the Mortgagee, without notice to any signatory hereto, together with attorney's fees and all costs of collection permitted by law, and this Mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises or obtain other appropriate title evidence, or insurance upon such title, and may add the cost thereof to the principal balance due.

8. **RECEIVERSHIP.** Upon default hereunder of abandonment of the Mortgaged Premises, Mortgagee shall, subject to the claims of the first Mortgagee, if any, be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Mortgaged Premises and to collect the rents of the Mortgaged Premises including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Mortgaged Premises and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.
9. **CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Mortgaged Premises, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to all Mortgagees in order of priority, except to the extent such proceeds exceed the sums of the then existing balance on all indebtedness secured by all such mortgages, plus all charges, fees, assessments and costs then attributable to said balance, whether or not in default, said excess proceeds to be the property of the Mortgagor.
10. **TRANSFER OF THE MORTGAGED PREMISES OR A BENEFICIAL INTEREST IN THE MORTGAGED PREMISES.** If all or any part of the Mortgaged Premises or any interest in it is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage, and the Mortgage may be foreclosed.
11. **INSPECTION.** Mortgagee or its agent may make reasonable entries upon and inspection of the Mortgaged Premises. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection.
12. **FUTURE ADVANCES.** Upon request of Mortgagor, Mortgagee, prior to release of this Mortgage, may make Future Advances to Mortgagor. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby, or when said advances are made pursuant to any terms of the Agreement secured hereby.
13. **NON-WAIVER; REMEDIES CUMULATIVE.** No delay by the Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of its rights hereunder shall be deemed a waiver of such rights, or shall preclude the exercise thereof in the event of subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.
14. **EXTENSIONS; REDUCTIONS; RENEWALS; CONTINUED LIABILITY OF MORTGAGOR.** The Mortgagee, at its option, may extend the time for the payment of the indebtedness or reduce the payments thereon, or accept a renewal note or notes therefore, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises, and any such extension, reduction or renewal shall not affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to Mortgagee.
15. **GOVERNING LAW; SEVERABILITY.** Except to the extent that federal laws and regulations control, the laws of the State of Indiana shall govern this Mortgage. The laws of the jurisdiction in which the Mortgaged Premises is located shall govern matters relating to the procedure by which this Mortgage may be foreclosed or enforced. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.
16. **NOTICES.** Any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by first class mail. The notice shall be directed to the Mortgaged Premises or to such other address as Mortgagor may have last specified by written notice to Mortgagee. Any notice to Mortgagee shall be given by delivering it or by first class mail directed to Mortgagee's address stated herein or to such other address as Mortgagee may have last specified by written notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given as provided in this paragraph.
17. **GENERAL AGREEMENT OF THE PARTIES.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this Mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and the masculine form shall mean and apply to the feminine or neuter. The titles of the several paragraphs of this Mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage this 1<sup>ST</sup> day of APRIL 2004.

*Alanson D. Tobias*  
SIGNATURE

*Jennifer A. Tobias*  
SIGNATURE

ALANSON D. TOBIAS  
PRINTED

JENNIFER A. TOBIAS  
PRINTED

STATE OF INDIANA

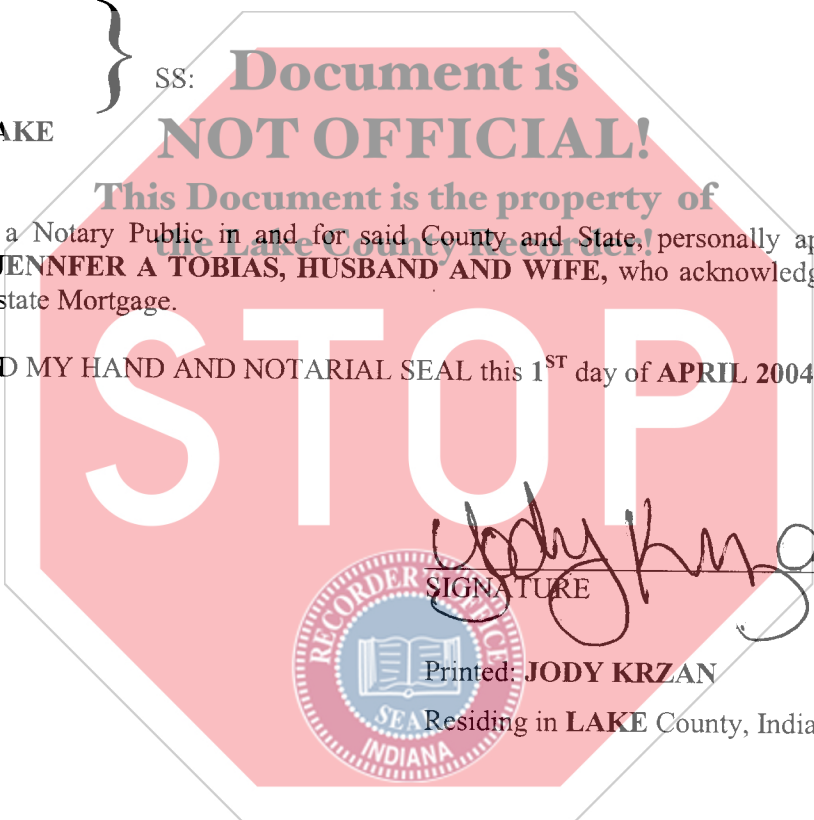
}  
COUNTY OF LAKE

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Before me, a Notary Public in and for said County and State, personally appeared **ALANSON D. TOBIAS AND JENNIFER A TOBIAS, HUSBAND AND WIFE**, who acknowledged the execution of the foregoing Real Estate Mortgage.

WITNESSED MY HAND AND NOTARIAL SEAL this 1<sup>ST</sup> day of APRIL 2004



*Jody Krzan*  
SIGNATURE



Printed: **JODY KRZAN**  
Residing in LAKE County, Indiana

My Commission Expires:



This Instrument Prepared by: **JODY KRZAN**, Mortgage Loan Officer,  
U S #1364 Federal Credit Union