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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 035330

2004-03-30

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OLNACS # 10038096

Mortgage

(Closed-End)

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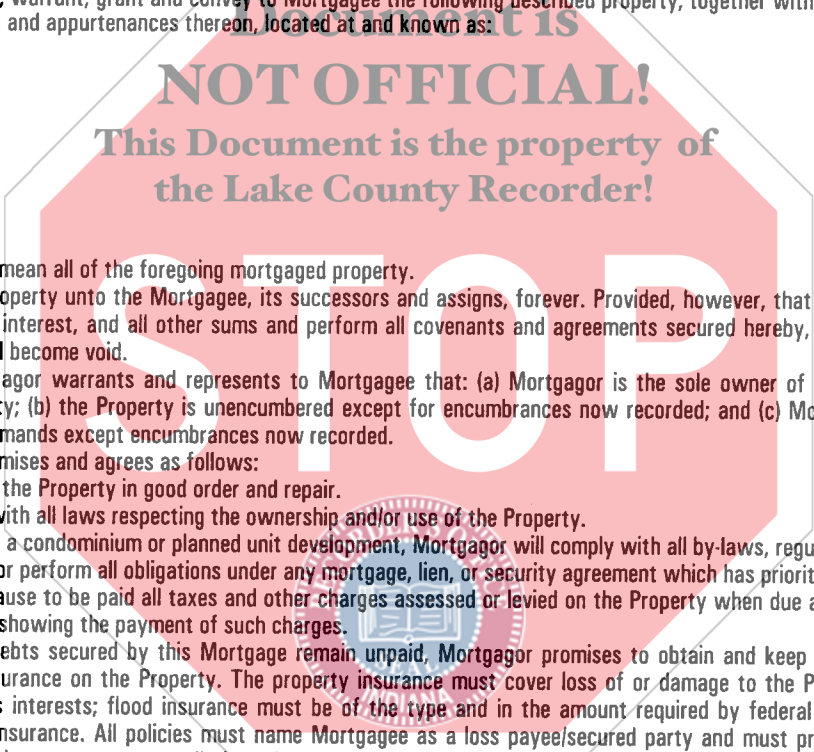
Aka Cheryl M Longhauser (H/W)
ANTHONY J JURINCIE & CHERYL M JURINCIE

THIS MORTGAGE is made on 04/02/2004. The Mortgagor is ANTHONY J JURINCIE & CHERYL M JURINCIE AKA CHERYL LONGHAUSER. If there is more than one, the word "Mortgagor" herein refers to each and all of them. The Mortgagee is PNC Bank, National Association. The word "Borrower" means ANTHONY J JURINCIE, CHERYL M JURINCIE. If there is more than one, the word "Borrower" herein refers to each and all of them.

Borrower owes Mortgagee the sum of Twenty Thousand Dollars And Zero Cents (U.S. \$ 20,000.00). This debt is evidenced by Borrower's written obligation (referred to herein as the "Note"), dated 04/02/2004 under which amounts are payable and due on or before 04/01/2014 .

This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Note, with interest and other charges as provided therein; (b) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred to protect the security of this Mortgage; (c) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses, if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; (d) payment of any refinancing, substitution, extension, modification, and/or renewal of any of said indebtedness, interest, charges, costs and expenses; (e) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Note; and (f) the repayment of the debt evidenced by any note or agreement which was refinanced by the Note, to the extent that such debt is owed to Mortgagee and has not been paid. For this purpose, Mortgagor does hereby mortgage, warrant, grant and convey to Mortgagee the following described property, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at and known as:

SEE ATTACHED EXHIBIT



The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest, and all other sums and perform all covenants and agreements secured hereby, then this Mortgage and the estate conveyed by it shall terminate and become void.

Warranty of Title. Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

Covenants. Mortgagor promises and agrees as follows:

1. Mortgagor will maintain the Property in good order and repair.
2. Mortgagor will comply with all laws respecting the ownership and/or use of the Property.
3. If the Property is part of a condominium or planned unit development, Mortgagor will comply with all by-laws, regulations and restrictions of record.
4. Mortgagor will pay and/or perform all obligations under any mortgage, lien, or security agreement which has priority over this Mortgage.
5. Mortgagor will pay or cause to be paid all taxes and other charges assessed or levied on the Property when due and, upon Mortgagee's request, will deliver to the Mortgagee receipts showing the payment of such charges.
6. While any part of the debts secured by this Mortgage remain unpaid, Mortgagor promises to obtain and keep in force property insurance and, if required by federal law, flood insurance on the Property. The property insurance must cover loss of or damage to the Property and must be in an amount sufficient to protect Mortgagee's interests; flood insurance must be of the type and in the amount required by federal law. Mortgagor agrees to provide Mortgagee evidence of required insurance. All policies must name Mortgagee as a loss payee/secured party and must provide for at least 10 days written notice to Mortgagee of reduction in coverage or cancellation. Mortgagor gives Mortgagee the right to sign Mortgagor's name on any check or draft from an insurance company and to apply the money to any debt secured by this Mortgage. This is limited to checks and drafts in payment of a claim under an insurance policy for loss or damage to the Property or for returned or rebated premiums on policies insuring the Property.
7. If Mortgagor fails to keep in force the required insurance and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may notify Mortgagor that Mortgagor should purchase the required insurance at Mortgagor's expense. If Mortgagor fails to purchase the insurance within the time stated in the notice and/or fails to provide evidence of such insurance to Mortgagee, Mortgagee may purchase insurance to protect Mortgagee's interest, to the extent permitted by applicable law, and charge Mortgagor the cost of the premiums and any other amounts Mortgagee incurs in purchasing the insurance. THE INSURANCE MORTGAGEE PURCHASES WILL BE SIGNIFICANTLY MORE EXPENSIVE AND MAY PROVIDE LESS COVERAGE THAN INSURANCE MORTGAGOR COULD PURCHASE OTHERWISE. Mortgagee may receive reasonable compensation for the services which Mortgagee provides in obtaining any required insurance on Mortgagor's behalf. In certain states, the required insurance may be obtained through a licensed insurance agency affiliated with Mortgagee. This agency will receive a fee for providing the required insurance. In addition, an affiliate may be responsible for some or all of the underlying insurance risks and may receive compensation for assuming such risks. If Mortgagor fails to perform any other duty or obligation required by these Covenants, Mortgagee may, at its sole option, advance such sums as it deems necessary to protect the Property and/or its rights in the Property under this Mortgage. Mortgagor agrees to repay Mortgagee any amounts advanced in accordance with this paragraph, with interest thereon, upon demand.
8. Any interest payable to Mortgagee after a judgment is entered or on additional sums advanced shall be at the rate provided for in the Note.
9. Mortgagee may make reasonable entries upon and inspections of the Property after giving Mortgagor prior notice of any such inspection.
10. Mortgagor will not sell, transfer ownership in, or enter into an installment sale contract for the sale of all or any part of the Property.
11. The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together. The covenants made in this section and Mortgagee's remedies set forth below shall not merge with any judgment entered in any legal action and shall apply until all amounts owed are paid in full.

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Default. Mortgagor will be in default under this Mortgage: (a) if there is a default under the Note; (b) if Mortgagor breaks any promise made in this Mortgage; (c) if any Mortgagor dies; (d) if any other creditor tries to take the Property by legal process; (e) if any Mortgagor files bankruptcy or if anyone files an involuntary bankruptcy against any Mortgagor; (f) if any tax lien or levy is filed or made against any Mortgagor or the Property; (g) if any Mortgagor has made any false statement in this Mortgage; or (h) if the Property is destroyed, or seized or condemned by federal, state or local government.

Mortgagee's Remedies. Unless prohibited by law, if Mortgagor is in default under this Mortgage, Mortgagee may, at its option, after any notice required by law, if any, declare due and payable the entire unpaid balance of the sums which are secured by this Mortgage and owing upon the Note. If Mortgagee so declares such entire balance due and payable, Mortgagee may take possession of the Property, collect any and all rents, apply said rents to the indebtedness secured by this Mortgage, foreclose the Mortgage, or take other action upon the Mortgage as permitted or provided by law to collect the balance owing. If a mortgage foreclosure action or any other action on this Mortgage is filed by Mortgagee, and/or if Mortgagee takes any action to protect or enforce its interest in any court, including Bankruptcy Court, Mortgagor agrees to pay to Mortgagee all expenses and costs of such action, including, if permitted by law, reasonable attorneys' fees.

Remedies Cumulative. If any circumstance exists which would permit Mortgagee to accelerate the balance, Mortgagee may take such action at any time during which such circumstance continues to exist. Mortgagee's remedies under this Mortgage shall be cumulative and not alternative.

Delay in Enforcement. Mortgagee can delay in enforcing any of its rights under this Mortgage or the Note without losing that right. Any waiver by Mortgagee of any provision of this Mortgage or the Note will not be a waiver of the same or any other provision on any other occasion.

Assignment. Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

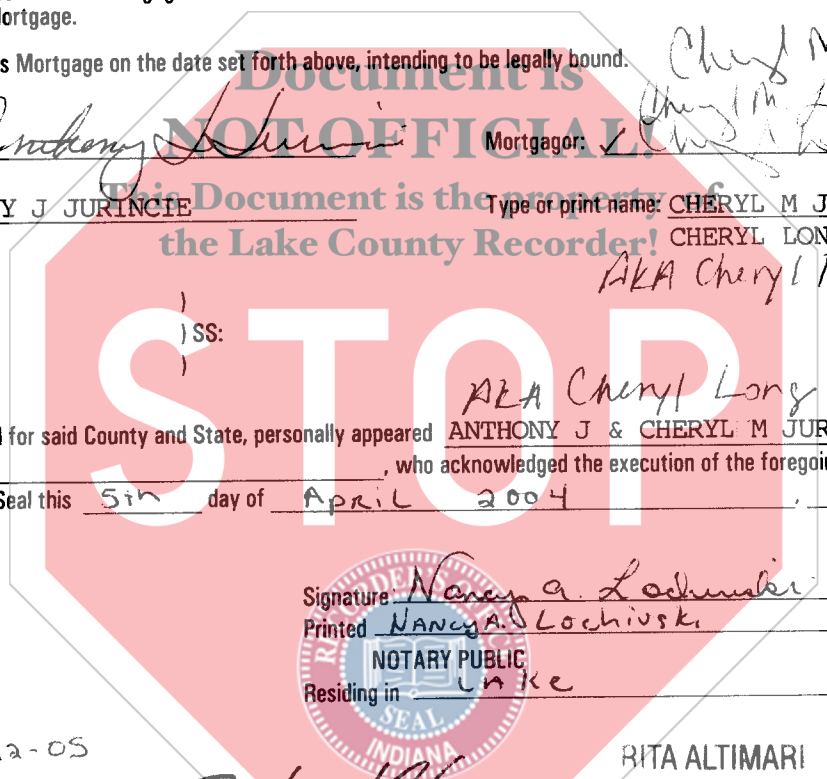
Severability. If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Mortgage.

WITNESS the signing of this Mortgage on the date set forth above, intending to be legally bound.

Mortgagor: Anthony J Jurincie Mortgagor: Cheryl M Jurincie

Type or print name: ANTHONY J JURINCIE Type or print name: CHERYL M JURINCIE AKA CHERYL LONGHAUSER JURINCIE AKA Cheryl M. Longhauser

STATE OF INDIANA
COUNTY OF LAKE



Before me, a Notary Public in and for said County and State, personally appeared ANTHONY J & CHERYL M JURINCIE AKA Cheryl M Longhauser Jurincie, who acknowledged the execution of the foregoing Mortgage.

WITNESS my hand and Notarial Seal this 5th day of April 2004

Signature: Nancy A. Lochinski
Printed: NANCY A. LOCHINSKI
NOTARY PUBLIC
Residing in Lake County, Indiana.

My commission expires: 04-22-05
This instrument was prepared by:

Rita Altimari

RITA ALTIMARI
SOUTHWEST FINANCIAL SERVICES, LTD
537 EAST PETE ROSE WAY, STE 300
CINCINNATI, OHIO 45202

IN FORM 108654-0598

Mail to:
PNC Bank
Consumer Loan Center
Collateral Control
2730 Liberty Avenue
Pittsburgh, PA 15222

ANTHONY J & CHERYL M JURINCIE AKA CHERYL LONGHAUSER
TO
AKA Cheryl Longhauser Jurincie
PNC Bank

Recorded	Number

Mortgage
(Closed-End)

EXHIBIT "A" LEGAL DESCRIPTION

Account #: 9001683
Order Date : 03/09/2004
Reference : 10038096
Name : ANTHONY JURINCIE
 : CHERYL JURINCIE
Deed Ref : 884048

Index #:
Parcel #: 18-28-0005-0066

SITUATED IN LAKE COUNTY, IN THE STATE OF INDIANA, TO-WIT: THE SOUTH 3 ACRES, EXCEPT THE NORTH 883.40 FEET THEREOF OF THE EAST 109.24 FEET OF THE WEST 563.04 FEET OF THAT PART OF THE EAST 48 RODS OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 19 TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., LYING NORTH OF AND ADJACENT TO THE CENTER LINE OF RIDGE ROAD IN LAKE COUNTY, INDIANA, SAID SOUTH 3 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ESTABLISHED IN THE YEAR 1918 IN THE CENTER LINE OF RIDGE ROAD, 998.96 FEET EASTERLY OF THE WEST LINE OF SAID NORTHEAST 1/4 MEASURED ALONG THE CENTER LINE OF SAID ROAD; THENCE NORTH AT AN ANGLE OF 79 DEG. 8 1/2' WESTERLY TO NORTH, 1185.6 FEET; THENCE EAST RECTANGULARLY 109.24 FEET; THENCE SOUTH PARALLEL WITH THE PREVIOUS MENTIONED LINE 1206.06 FEET TO THE CENTER LINE OF SAID RIDGE ROAD; THENCE NORTHWESTERLY 111.24 FEET ALONG SAID CENTER LINE TO THE PLACE OF BEGINNING. THE WEST LINE OF SAID 3 ACRES PRODUCED NORTH TO THE NORTH LINE OF SAID SECTION INTERSECTS THE SAME AT A POINT 984.12 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 884048, OF THE LAKE COUNTY, INDIANA RECORDS.

