HOME EQUITY REAL ESTATE **MORTGAGE**

2004 042145

COUNTY FILED FOR RECORD 2004 MAY 21 AM 8: 52 MORRIS VI. COMTER RECORDER

Bank Calumet, N.A. PERSONAL LOANS 5231 HOHMAN AVENUE P. O. BOX 69 HAMMOND, INDIANA 46325	The above s	space is for reco	rder's use only	
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This Mortgage made this day of	MAY		, 20 04	by and between
FREDERICK K. KUHN & JANICE M. KUHN H-W	of	ST. JOHN,	INDIANA	(herein-
after "Mortgagor") and Bank Calumet, National Associ "Mortgagee").	iation, 5231 Hohm	nan Avenue, Har	mmond, Indiana	
	WITNESSETH	ł:		
That the Mortgagor and Mortgagee have entered			e of Credit Agree	ement (hereinafter
"Agreement"), dated, MAY 3, 20_04				
whereby the Mortgagee, subject to default by Mortgagor	r, has obligated its	elf to loan monies	s to the Mortgago	or from time to time.
as requested by the Mortgagor, which may not exceed	the aggregate pr	rincipal sum of: _		
THIRTY THOUSAND AND 00-00			t*) at a	any one time for a
period of ten (10) years. To the extent that the Mortgage	gor has borrowed	or will borrow m	onies from the M	lortgagee pursuant
to said Agreement, the Mortgagor has agreed to pay the	e Mortgagee minir	num monthly inst	allments in a sun	n equal to two (2%)
percent of the new balance, or \$100.00, or the FINAN				

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 ________%. 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.

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SUBSEQUENTLY PLACED VERSUS THE MORTGAGED PROPERTY. 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 THE MORTGAGOR OR ON BEHALF OF THE MORTGAGOR PURSUANT TO SAID AGREEMENT AND THIS THE MORTGAGED PROPERTY TO THE FULL AMOUNT OF ALL LOANS AND ADVANCES MADE BY THE MORTGAGEE THE MORTGAGEE'S INTENTION TO ASSERT A PRIOR LIEN AS TO ANY AND ALL SUBSEQUENT LIENHOLDERS OR TO GIVE NOTICE TO ALL THIRD PARTIES DEALING WITH THE MORTGAGOR OR THE MORTGAGED PROPERTY OF THAT IT IS THE PURPOSE OF THE MORTGAGEE BY THIS CLAUSE, AND THE RECORDING OF THIS MORTGAGE.

herein contained, the Mortgagor does hereby MORTGAGE and WARRANT unto the Mortgagee, its successors and assigns, advanced to protect the security of this mortgage; and (D) the performance of all covenants and agreements of the Mortgagor purposes if this mortgage is on the Mortgagor's principal dwelling, including a mobile home; (C) the payment of all other sums or secured by additional or different collateral, with the exception of any other indebtedness for personal, family or household or secondary, or absolute or contingent, and whether or not related to or of the same class as the specific debt secured herein other obligations and liabilities now owing or hereafter incurred by Mortgagor to Mortgagee, whether joint or several, primary by Mortgagor to Mortgagee as evidence of or in payment of any indebtedness arising out of said Agreement, (B) any and all evidenced by said Agreement and said Note, together with any extensions or renewals thereof, and any other instrument given NOW THEREFORE, to secure to Mortgagee the repayment of (A) any and all indebtedness or liabilities to Mortgagee as

County, Indiana, to wit:

the following described Real Estate located in

LOT 242, IN HOMESTEAD ACRES 10th ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF,

RECORDED IN PLAT BOOK 51 PAGE 98, IN THE OPFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

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physically annexed to the real estate or not, and all of the foregoing together with said Real Estate are herein referred to as and additions thereto, shall be deemed to be and remain a part of the real estate covered by this instrument whether actually trees, shrubs and plants, plumbing and electrical fixtures and communication systems, all of which, including replacements cartais coar amerors, cabinets, attached floor coverings, awnings, storm windows, doors, storm doors, screens, antennas, supplying an distributing heating, cooling, ventilating, power, electricity, gas, air, water and light, and all blinds, shades, curtains, on used or intended to be used in connection with the Real Estate, including, but not limited to, those for the purpose of apparatus motors, engines, machinery and building materials of every kind or nature whatsoever now or hereafter located in, oil and gas rights and profits, water, water rights and water stock appurtenant to the property" and all fixtures, equipment, adute, rights-of-way, driveways, alleys, pavement, curbs and street front privileges, rents, issues, profits, royalties, mineral, TOCETHER with all buildings, improvements, and tenements now or hereafter erected on the property, and all easements,

Mortgagor hereby coverants and agrees with Mortgagee as follows:

ેટમાંબાન્ય પર્યક્લભાષા કે schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest enerally the title to the Property against all claims and demands, subject to any liens, easements, covenants, conditions and poveyed and has the right to mortgage, grant, convey and assign the Property, and the Mortgagor will warrant and defend WARRANTY OF RIGHT TO MORTGAGE. Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby

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ச செய்யகள் படகும் செய்திய சியிய வழிய முடிக்கு அவர்களின் கண்டிய பெக்க வரிய குரும் நடிக்க முடிக்கும். The county with contest of its own expense the validity of any tax, assessment or charge provided Mortgagor pays the same Application of the requestry Mortgagee, promptly furnish Mortgagee receipts evidencing such payments. Mortgagor well to Mortgages about request by Mortgagee, all notices, bills and statements received by Mortgagor of amounts so due, essed against the Property or arising in respect to the use, occupancy or possession thereof. Mortgagor shall promptly en and abecast axes and assessments, water and sewer charges and taxes, and all other public charges imposed or TAXES AND CHARGES Mortgagor shall pay from time to time, when due, and before any penalties attaches, all

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.

at all reasonable times and access thereto shall be permitted for that purpose by the Mortgagor.

***INSPECTION** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property

S. CONDEMNATION. Mortgagor 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 Mortgagor shall appear in and prosecute any south action or proceeding unless otherwise directed by Mortgagee in writing. Mortgagor authorizes Mortgagoe, at Mortgagoe's notion as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Mortgagoe's or Mortgagor's at Mortgagoe's or Comment or claim any sward, payment or claim or cher taking, whether direct or indirect, of the proceeds of any sward, payment or claim or damages, direct are or indirect, or for connection with any condemnation or other taking, whether direct or indirect, of the proceeds or any avaitation or other taking, whether direct or indirect, of the proceeds or any avaitation or other taking, whether direct or indirect, of the proceeds or any avaitation or other taking, whether direct or indirect, of the proceeds or any avaitation or other taking, whether direct or indirect, of the proceeds or any avaitation or other taking, whether direct or indirect, or for conveyances in lieu of condemnation, are hereby assigned to any avaitation or other taking, whether the proceeding representation and the proceeding representation or other taking.

HAMSFERS. Mortgager shall not sell or transfer all or any part of said Property, grant an option to purchase the seme by contract, transfer occupancy or possession of the Property, nor sell or assign any sense seems to every any land trust which holds title to the Property without the prior written consent of the Mortgages.

SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIBBILITY; ACENTS; CAPTIONS. The covenants of a serions here contained shall bind the respective successors and assigns of Mortgagor, subject to the provisions of Mortgagor shall be joint and several In exercising any rights are sampled to the provisions and several In exercising any rights are sampled for herein Mortgagor shall be joint and several In exercising any rights are sampled for herein Mortgagor shall be joint and several In exercising any rights are sampled for the provisions and headings of the paragraphs of this Instrument are for convenience and sample and any are the provisions hereof.

This instrument shall be governed and enforced by the laws of the State of a regulation or ruling promulgated by an agency as law of the United States or a regulation or ruling promulgated by an agency that the control of the United States. In the event the Conflict shall not affect of the Voltage of the United States. In the event the conflict shall not affect of the event that applicable laws, such conflict shall not affect of the event that any the charge of the Opinion of the Conflict shall not affect of the event that any the represent conflicts with applicable laws, such conflict shall not affect of the event that any the represent of the Agreement or the Mote are declared to be severable. In the event that any the Agreement or the Mote wielkies such law, and Mortgagor is interpreted so that a such a such law, and Mortgagor is interpreted to the the Note of the Agreement or the Mote violates and hortgagor is entitled to a such a such law, and Mortgagor is entitled to be collected to be collected to be collected to the charges as reduced shall are the charges as reduced shall are the charges as reduced shall are the charges and the Mote.

The amounts is secured by this instrument or evidenced by the Agreement and the Mote. The extrument of the Agreement and shote.

ecured by this instrument to be immediately due and payable without further demands and experies by this instrument to be immediately due and payable without further demand and may invoke any other remedies permitted by applicable law or provided may invoke any other remedies permitted by applicable law or provided may invoke any other remedies permitted by applicable law or provided may invoke any other remedies permitted by applicable law or provided may invoke any other remedies permitted by applicable law or provided may invoke and expenses incurred in pursuing such remedies, including, but not an expert witness fees, costs of court reporters, travel expenses, costs of documentary expert witness fees, costs of court reporters, travel expenses, costs of documentary and may incompanies.

problem with the state of the confect all costs and expenses, including but not limited to, reasonable attorney's and expenses, including but not limited to, reasonable attorney's receivership or a state of this increment of the commencement of the suit for foreclosure of this Instrument or each of this instrument after a plaintiff, claimant or defendent by reason of this instrument after adoption of the commencement of the suit for foreclosure of this instrument after adoption of the commencement of the suit for foreclosure of this instrument after adoption of the commencement of the suit for foreclosure of this instrument and proceeding adoptions. All costs, expenses and attorney's fees when incurred or paid by Mortgagee shall become the safe that are also as a safe forecast.

MISCELLANEOUS: The word "Mortgagor" as used herein shall include all persons executing this mortgage and assigns. The singular shall mean the plural and the plural shall shall shall mean the plural shall be applicable to all genders; (ii) Any forebearance by Mortgagee in were an area of any gender shall be applicable to all genders; (ii) Any forebearance by Mortgagee in were an area of any gender of or otherwise afforded by applicable law or equity, shall not be a waiver of or preclude

the exercise of any such right or remedy; (iii) Each remedy provided for in this Instrument is destinct 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 Ins	strument the	date and year set	forth above.
dead Kul		Janue M	1 Kuh
FREDERICK K. HUHN	AND	JANICE M. KU	HN H-W
STATE OF INDIANA			
COUNTY OF LAKE	SS:		
Before me, DIJANA GUEFTENC)		, A Notary Public in and
said county and State, on this 3 day of	4y	, A.D., 20 g) personally appeared
	ment	is pe	ersonally known to me to be the
person(s) who (is) (are) described in and who executed the			wledge the same to be (his) (their)
voluntary act and deed for the uses and purposes therein the Lake Co	sectionine p	roperty of	
My commission expires:	unity ive	yana)	Juenew
Resident of LAKE County.	Print	ed Name	otary Public ANA GIRIPPA
This Instrument prepared by: LAWRENCE H. ST	ENGEL SR.	VICE PRESIDEN	T
This manuficial prepared by	SEAL WOIANA		

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BC-133-A REV. 4-97



OFFICE OF THE LAKE COUNTY RECORDER

LAKE COUNTY GOVERNMENT CENTER 2293 NORTH MAIN STREET CROWN POINT, INDIANA 46307

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MORRIS W. CARTER Recorder

SHERRY L. SERENCES Chief Deputy

PHONE (219) 755-3730 FAX (219) 755-3257

MEMORANDUM

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