

56
**HOME EQUITY
REAL ESTATE
MORTGAGE**

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Bank Calumet, N.A.
PERSONAL LOANS
5231 HOHMAN AVENUE
P. O. BOX 69
HAMMOND, INDIANA 46325

2004 043745

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 MAY 03 10:11 AM

MORTGAGE
FILED

The above space is for recorder's use only.

This Mortgage made this 4th day of MAY, 20 04 by and between **MARC A. ZUBECK & COLLEEN M. ZUBECK, HUSBAND & WIFE** of CROWN POINT, IN (hereinafter "Mortgagor") and Bank Calumet, National Association, 5231 Hohman Avenue, Hammond, Indiana 46325 (hereinafter "Mortgagee").

WITNESSETH:

That the Mortgagor and Mortgagee have entered into a certain Home Equity Line of Credit Agreement (hereinafter "Agreement"), dated MAY 4, 2004, 20 04, and a Home Equity Line of Credit Promissory Note (hereinafter "Note") whereby the Mortgagee, subject to default by Mortgagor, has obligated itself to loan monies to the Mortgagor from time to time, as requested by the Mortgagor, which may not exceed the aggregate principal sum of: _____

TWENTY THOUSAND AND 00/100 ***** (\$ 20,000.00) at any one time for a period of ten (10) years. To the extent that the Mortgagor has borrowed or will borrow monies from the Mortgagee pursuant to said Agreement, the Mortgagor has agreed to pay the Mortgagee minimum monthly installments in a sum equal to two (2%) percent of the new balance, or \$100.00, or the FINANCE CHARGE accrued for the month, whichever is greater.

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 .75 %. 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.

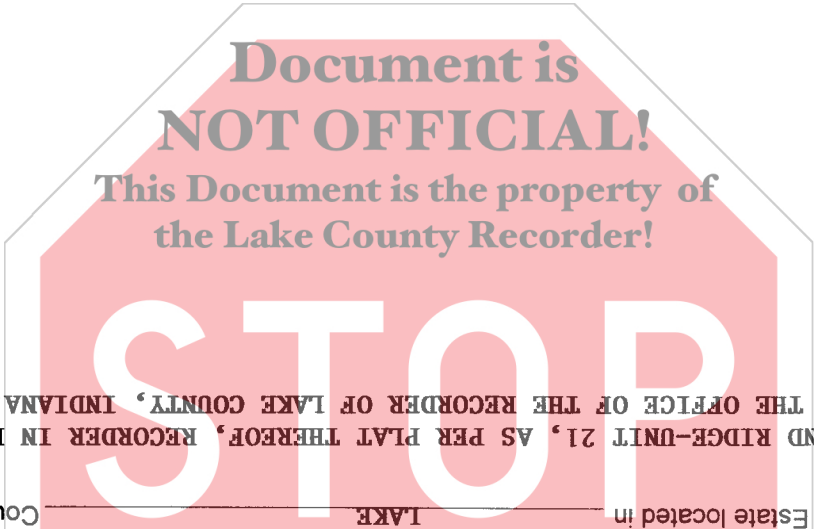
17.00
284339

...with the Mortgagee as security for payment thereof. The Mortgagee shall have the right to enforce the validity of any tax, assessment or charge provided Mortgagee pays the same. The Mortgagee shall have the right to enforce the validity of any tax, assessment or charge provided Mortgagee pays the same. Mortgagee shall have the right to enforce the validity of any tax, assessment or charge provided Mortgagee pays the same.

WARRANTY OF RIGHT TO MORTGAGE. Mortgagee covenants that Mortgagee is lawfully seized of the estate hereby granted, grant, convey and assign the Property, and the Mortgagee will warrant and defend the title to the Property against all claims and demands, subject to any liens, easements, covenants, conditions and restrictions, record listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest.

Mortgagee hereby covenants and agrees with Mortgagee as follows:

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



LOT 41, IN PINE ISLAND RIDGE-UNIT 21, AS PER PLAT THEREOF, RECORDER IN PLAT BOOK 46 PAGE 142, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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

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

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.

INSPECTION. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property at all reasonable times and access thereto shall be permitted for that purpose by the Mortgagee.

3. **CONDEMNATION.** Mortgagee 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 Mortgagee shall appear in and prosecute any such action or proceeding unless otherwise directed by Mortgagee in writing. Mortgagee authorizes Mortgagee, or Mortgagee's option, as attorney-in-fact for Mortgagee, to commence, appear in and prosecute, in Mortgagee's or Mortgagee's name an action or proceeding related to any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagee.

TRANSFERS. Mortgagee shall not sell or transfer all or any part of said Property, grant an option to purchase the Property, lease the Property, sell the same by contract, transfer occupancy or possession of the Property, nor sell or assign any interest in the Property, or any part thereof, in any land trust which holds title to the Property without the prior written consent of Mortgagee.

The covenants and provisions herein shall bind the respective successors and assigns of Mortgagee, subject to the provisions of the Mortgagee's deed of trust. Mortgagee shall inure to the benefit of its payee, holders, agents or assignees, and shall be binding on the successors and assigns of Mortgagee, subject to the provisions of the Mortgagee's deed of trust. The covenants and provisions herein shall be binding on the successors and assigns of Mortgagee, subject to the provisions of the Mortgagee's deed of trust.

COVENANTS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and provisions herein shall bind the respective successors and assigns of Mortgagee, subject to the provisions of the Mortgagee's deed of trust. Mortgagee shall inure to the benefit of its payee, holders, agents or assignees, and shall be binding on the successors and assigns of Mortgagee, subject to the provisions of the Mortgagee's deed of trust.

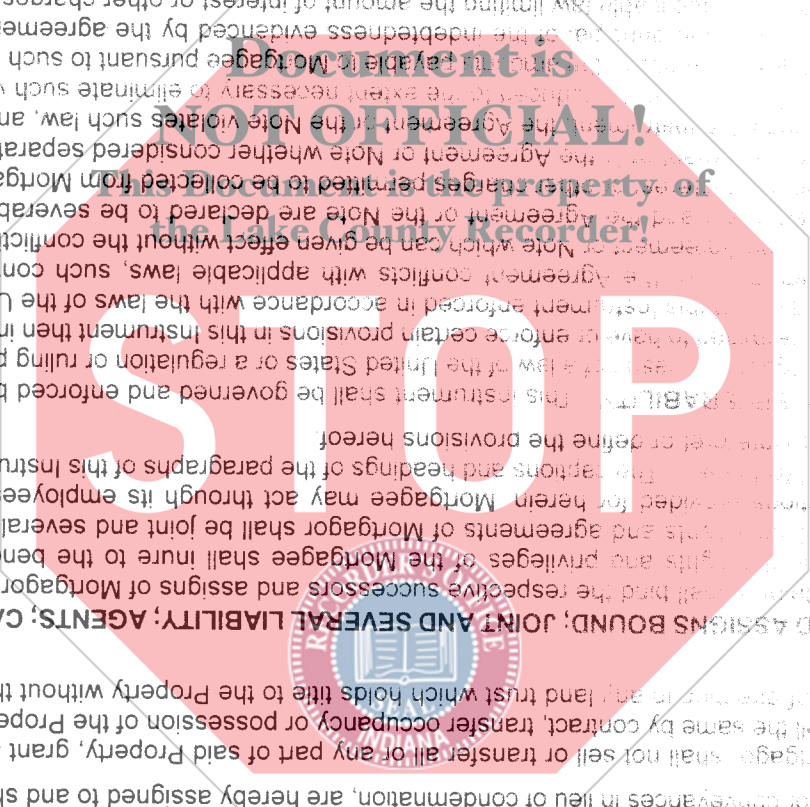
APPLICABLE LAWS. This instrument shall be governed and enforced by the laws of the State of California. The Mortgagee shall be bound by the laws of the State of California in the event of any dispute, litigation, or enforcement of this instrument. The Mortgagee shall be bound by the laws of the State of California in the event of any dispute, litigation, or enforcement of this instrument.

FORCE MAJEURE. If the Mortgagee is prevented by fire, flood, earthquake, war, or other cause beyond its control from performing any of its obligations under this instrument, the Mortgagee shall not be liable for such failure to perform, and its obligations shall be suspended for the period of such prevention. The Mortgagee shall not be liable for such failure to perform, and its obligations shall be suspended for the period of such prevention.

ASSIGNMENT. Mortgagee may assign its obligations under this instrument to any other party, and the assignee shall be bound by the terms of this instrument. Mortgagee may assign its obligations under this instrument to any other party, and the assignee shall be bound by the terms of this instrument.

ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties with respect to the subject matter hereof, and it supersedes all other agreements, understandings, and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

WARRANTY. Mortgagee warrants that it has the right to execute and deliver this instrument, and that the execution and delivery of this instrument will not violate any law, regulation, or contract. Mortgagee warrants that it has the right to execute and deliver this instrument, and that the execution and delivery of this instrument will not violate any law, regulation, or contract.



the exercise of any such right or remedy; (iii) Each remedy provided for in this Instrument is distinct 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 Instrument the date and year set forth above.

Marc A. Zubeck
MARC A. ZUBECK

Colleen M. Zubeck
COLLEEN M. ZUBECK

STATE OF INDIANA

COUNTY OF LAKE }

SS:

Before me, Carol Cimino, A Notary Public in and for

said county and State, on this 4th day of May, A.D., 20 04, personally appeared

Marc A. Zubeck and Colleen M. Zubeck personally known to me to be the person(s) who (is) (are) described in and who executed the foregoing mortgage, and acknowledge the same to be (his) (their) voluntary act and deed for the uses and purposes therein set forth.

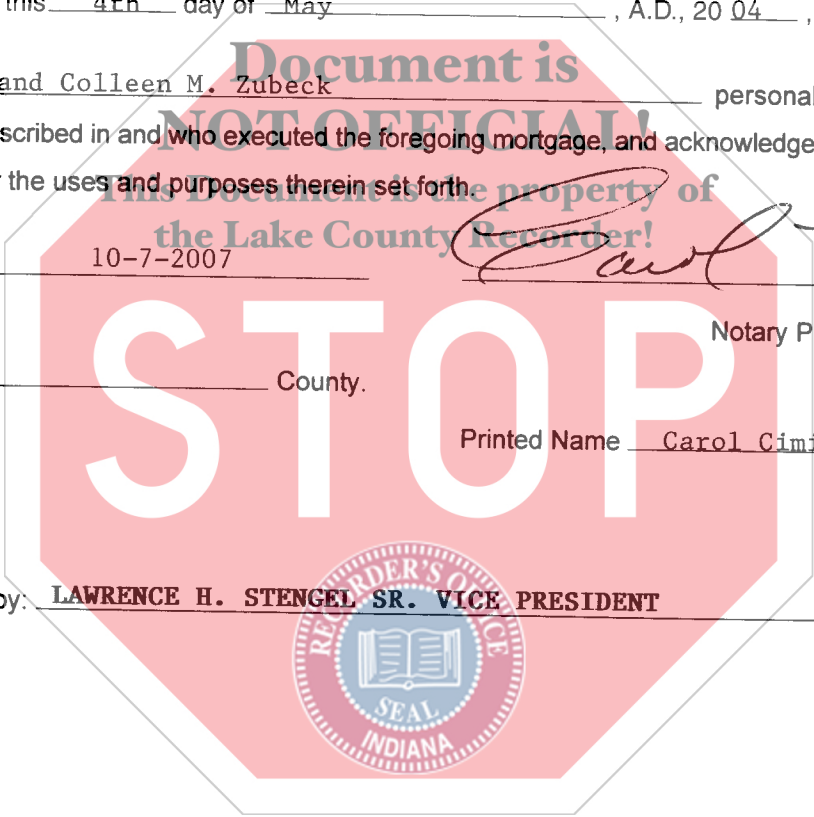
My commission expires: 10-7-2007

Carol Cimino
Notary Public

Resident of LAKE County.

Printed Name Carol Cimino

This Instrument prepared by: LAWRENCE H. STENGEL SR. VICE PRESIDENT





OFFICE OF THE LAKE COUNTY RECORDER
LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307



MORRIS W. CARTER
Recorder

SHERRY L. SERENCES
Chief Deputy

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

MEMORANDUM

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