46

HOME EQUITY REAL ESTATE MORTGAGE

Dank Calumet, N.A.

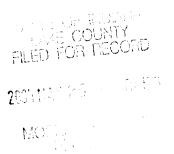
PERSONAL LOANS

5231 HOHMAN AVENUE

P. O. BOX 69

HAMMOND, INDIANA 46325

2004 043747



00 04

hy and batteron

The above space is for recorder's use only.

by and between	AY , 20	MA`	day of _	This Mortgage made this_	
, Indiana 46325 (hereinafter	of <u>GRIFFITH, IN</u> Hohman Avenue, Hammond	<u>н</u> -w of ciation, 5231 Ho	CARMEN CASTILIO, alumet, National Assoc	AEL A. CASTILLO, JR. & after "Mortgagor") and Bank C "Mortgagee").	а
	ETH:	WITNESSE		-	'
edit Agreement (hereinafter sory Note (hereinafter "Note") Mortgagor from time to time,	ed itself to loan monies to the	, and a Home E or, has obligated	2004 20 Mortgage	"Agreement"), dated, MAY 3,	
) at any one time for a	(\$ 25,000.00 ***		ND 00/00 ****	as requested by the Mortgago TWENTY FIVE THOUSAND A	7
ts in a sum equal to two (2%)	owed or will borrow monies to minimum monthly installmen	he Mortgagee n	nor has agreed to nay t	period of ten (10) years. To the to said Agreement, the Mortgapercent of the new balance, o	
said Agreement and said note	or by Mortgagee pursuant to	od to Mortgagor	and for any moning loop		•

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.

Page 1 of 5

17 10

clear was a considered and added throughly of any tax, assessment or charge provided Mortgagor payarthe same star considered and added the commentation of any tax, assessment or charge provided Mortgagor payments, mortgagor payments, mortgagor case. And the state of t The find ages in reques ... Modgages, all notices, bills and statements received by Modgagor of amounts so due, are set against the Property or arenge in vespect to the use, occupancy or possession thereof. Mortgagor shall promptly *AXES AND CHARGES Mortgagor shall pay from time to time, when due, and before any penalties attaches, all

secondary of the second listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest enersity the title to the Property against all claims and demands, subject to any liens, easements, covenants, conditions and or server and the 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

Northshot neteby coverants and agrees with Mortgagee as follows:

Shysically 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 rees starges and plants, plumbing and electrical fixtures and communication systems, all of which, including replacements supplying or distributing heating, cooling, ventilating, power, electricity, gas, air, water and light; and all blinds, shades, curtains, suthain the cabinets, attached floor coverings, awnings, storm windows, doors, storm doors, screens, antennas, rised 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, rights, rights-of-way, driveways, alleys, pavement, curbs and street front privileges, rents, issues, profits, royalties, mineral, *OGETHER with all buildings, improvements, and tenements now or hereafter erected on the property, and all easements,

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

. ANALUNI RECORDED IN PLAT BOOK 37, PAGE 6, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, LOT 53, IN PARK 2ND ADDITION TO THE TOWN OF GRIFFITH, AS PER PLAT THEREOF,

County, Indiana, to wit: the following described Real Estate located in LAKE

herein contained, the Mortgagor does hereby MORTGAGE and WARRANT unto the Mortgagee, its successors and assigns, purposes if this mortgage is on the Mortgagor'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 Mortgagor 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

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 TO 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,

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 Mortgagoe. 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.

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 prosessing the proceeding unless otherwise directed by Mortgagee in writing. Mortgagor authorizes Mortgagee, at Mortgagee's option or proceeding unless otherwise directed by Mortgagee in writing. Mortgagor authorizes Mortgagee's of Mortgagee's or Samaces or any award, payment or claim or damages or seeking to any award, payment or claim or damagees or more or more or material in the mortgagee's or pay the mortgagee's or payment or or proceeding related to any award, payment or claim or damagees or payment or conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagee.

TRANSFERS Mortgagor shall not sell or transfer all or any part of said Property, grant an option to purchase the property, and sell or assign any land trust which holds title to the Property without the prior written consent of

SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; ACENTS; CAPTIONS. The covenants are agreements of the Mortgagee shall innue to the benefit of its payee, holders, programments and agreements of Mortgagee may act through its employees, agents or independent in exercising any rights and acceptance of the paragraphs of this Instrument are for convenience to the paragraphs of this Instrument are for convenience to define the provisions hereof

se well as all other charges levied in connection with such indebtedness which

Desitocated and spread over the statement term of the Agreement and Note.

Aniocing but not limited to the covenants to pay when due any sums secured by this mortgage, Mortgagee, at Mortgagee's option, option and may invoke any other remedies permitted by applicable law or provided on the covenants to be immediately due and payable without further demand and may nove any other remedies permitted by applicable law or provided one and payable without further demand and may not be immediately due and payable without further demand and may not be immediately due and payable without further demand and may not provided one including and may not provided in the costs and may invoke any other remedies, including, but not confirm the costs of court reporters, travel expenses, costs of documentary and may are provided to confirm the costs of court reporters, travel expenses, costs of documentary and may are costs of court reporters, travel expenses, costs of documentary and court reporters, travel expenses, costs of documentary and court reporters.

steering of the state of stat

Miscos control and the months and the months and the months and the months and the plural shall include all persons executing this months and the plural shall mean the plural shall be applicable to all genders; (ii) Any forebearance by Monthsagee in the plural shall be applicable to all genders; (ii) Any forebearance by Monthsagee in the months and the plural shall be a waiver of or preclude the second to the months and the second to the shall be a waiver of or preclude the second to the shall be a waiver of or preclude the second to the shall be a waiver of or preclude the second to the shall be a waiver of or preclude the second to the shall be a waiver of or preclude the second to the shall be a waiver of or preclude the second to the shall be a waiver of th

. Auddill Carlos and San Leading and American

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 Instrument the date and year set forth above.
MICHAEL Q. CASTILLO
_ Carnen Cashelo
CARMEN CASTILLO
STATE OF INDIANA
COUNTY OF SS:
Before me,
for
said county and State, on this 12TH day of MAY , A.D., 20 04 , personally appeared
personally appeared
MICHAEL A CASTILLO & CARMEN CASTILLO CUMENT IS 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 forthe property of
My commission expires: 10-26-2006 County Regorder! (ame land
Notary Public
Resident of LAKE County. MARY E COMERFORD
Printed Name
Timed Name
This Instrument prepared by: LAWRENCE H. STENGEL, SR. VICE PRESIDENT
DEWALKOE H. STENGEL, SK. VICE PRESIDENT
WOUND A STATE



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

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

DISCLAIMER

This document has been recorded as presented.
It may not meet with State of Indiana Recordation
Requirements.