

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 080186

2004 SEP 20 AM 9:11

Loan #: 21003542082

MORRIS W. CARTER  
RECORDER

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## MORTGAGE

THIS MORTGAGE is made this **2nd** day of **September, 2004**  
**APOLINARIO MORENO AND ENID MORENO, HUSBAND AND WIFE**

, between the Mortgagor,

and the Mortgagee,

(herein "Borrower"),

PEOPLES BANK SB  
a corporation organized and existing under the laws of **the State of Indiana**  
**9204 COLUMBIA AVE**  
**MUNSTER, IN 46321**

, whose address is

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 5,318.77 , which indebtedness is evidenced by Borrower's note dated **September 2, 2004** and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **September 1, 2007**

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with the interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of **LAKE** , State of Indiana:

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SEE ADDENDUM "A" ATTACHED



(Page 1 of 6 pages)

INDIANA SECOND MORTGAGE

ITEM 4615L1 (0107)

GREATLAND ■  
To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

SOUTHSHERE TITLE LLC  
11055 BROADWAY  
CROWN POINT, IN 46307

23  
5/5/04

payments or ground rents, if any.

Borrower's covenants to make payments attributable to the Property which may attain a priority over this Mortgage, and lessehold charges, fines and impositions attributable to the Property which may cause to be paid all taxes, assessments and other under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Note and paragraphs 1 and 2 hereof, shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the application as a credit against the sums secured by this Mortgage.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

any amount necessary to make up the deficiency in one or more payments as Lender may require.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes,

any amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the

secured by this Mortgage.

Funds and the purpose for which each debt to the Funds was made. The Funds are pledged as additional security for the sums Funds, Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the execution of this Mortgage that accrues to make such a charge. Borrower and Lender may agree in writing at the time of the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds to guarantee by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents, until the date of the deposit of which are insured

If Borrower pays Funds to Lender, the Funds shall be held in trust on the deposit of which are insured

Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that insurance, if any, all reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and one-twelfth of yearly premiums for hazard insurance, plus one-twelfth of yearly premium installments for mortgage development assessments, if any) which may strain priority over this Mortgage and ground rents on the Property, if any, plus (herein "Funds"), equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum evidenced by the Note and late charges as provided in the Note.

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Borrower waives and will defend generally the title to the Property against all claims and demands, subject to encumbrances and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant the Property;"

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leseshold estate if this Mortgage is on a leseshold) are hereinafter referred to as

**CROWN POINT INDIANA 46302**  
**11025 ROADWAY**  
**SOUTHSHORE**  
**STATE OF INDIANA**

SEE ADDENDUM "B" ATTACHED

[City]

[Street]

which has the address of

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to

**INDIANA SECOND MORTGAGE**

## INDIANA SECOND MORTGAGE

provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of and manage the Property upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled, to the extent of the Property, have the right to collect and retain such rents as they become due and payable.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

Mortgage and the obligations secured hereby shall continue until paid, Upon such payment and cure by Borrower, this obligation to pay the sums secured by this Mortgage shall be extinguished. Lender's interest in the Property and Borrower's as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's as provided in paragraph 17 hereof, including, but not limited to, reasonable attorney fees; and (d) Borrower takes such action Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and no acceleration occurred; (b) Borrower cures all breaches of any other to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage due documentation evidence, abstracts and title reports.

18. Borrower's Right to Remittee. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney fees, and costs of without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or reinstatement after proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after proceeding in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before specifying: (1) the breach; (2) the action required to cure such breach; (3) a date less than 10 days from the date the Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof covenant or agreement of Borrower, including the covenants to pay when due any sums secured by this Mortgage, except as provided in paragraph 16 hereof, upon Borrower's breach of any

NON-UNIFORM COVENANTS. Borrower and Lender further agree as follows:

### the Lake County Recorder!

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower. However, this option shall not be exercised by Lender if exercised by federal law as of the date of this Mortgage. Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without transfer of the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is transferred (or if a beneficial interest in Borrower enters into with Lender, Lender, at Lender's option, may require improvement, repair, or other loan agreement which Borrower enters into with Lender, Lender shall fulfill all of Borrower's obligations under any home rehabilitation, execution or after recordation herein.

14. Borrower's Copy. Borrower shall furnish a copy of the Note and of this Mortgage at the time of fees" include all sums to the extent not prohibited by applicable law or limited herein.

provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the have been given to Borrower or Lender when given in the manner designated herein.

Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to

and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein,

and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collections of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

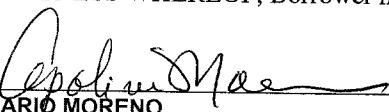
**21. Waiver of Valuation and Appraisement.** Borrower hereby waives all right of valuation and appraisement.

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

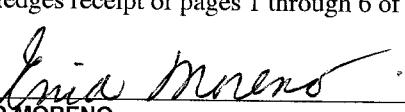
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

**YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONTRACT AND RETURN IT TO THE SELLER/LENDER.**

IN WITNESS WHEREOF, Borrower has executed and acknowledges receipt of pages 1 through 6 of this Mortgage.

  
APOLINARIO MORENO

(Seal)  
-Borrower

  
ENID MORENO

(Seal)  
-Borrower

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Witness:



Witness:

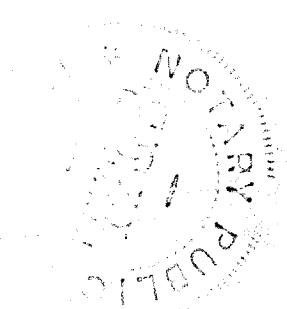


**INDIANA SECOND MORTGAGE**

ITEM 4615L5 (0107)

(Page 5 of 6 pages)

GREATLAND ■  
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After Recording Return To: PEOPLES BANK SB  
9204 COLUMBIA AVE  
MUNSTER, IN 46321

This instrument was prepared by: CATHERINE GONZALEZ, VP, CONSUMER LOANS

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Notary Public

(name[s] of signer[s])

(a Notary Public) this 2nd day of

September, 2004

State of Indiana

County of LAKE

6

acknowledged the execution of the annexed mortgage.

APOLINARIO MORENO AND ENDID MORENO, HUSBAND AND WIFE



MICHELLE CAMPELL

## **ADDENDUM "A"**

### **Legal Description**

Parcel 1: Apartment Unit 305 in building known as 933 West Glen Park Avenue, Griffith, Indiana, Phase 1, in Fountainhead Horizontal Property Regime, as per declaration recorded July 8, 1982 as Document No. 673971, as amended by instrument recorded August 26, 1982 as Document No. 679101, and second amendment recorded April 22, 1983 as Document No. 705568, in the Office of the Recorder of Lake County, Indiana. Together with an undivided 1.207% interest in the common and limited common areas and facilities appertaining to said condominium unit.

Parcel 2: Unit 4 in Building "A" in Cedar Point Condominium, a Horizontal Property Regime, as per Declaration recorded as Document No. 662370, in the Office of the Recorder of Lake County, Indiana. Together with an undivided .4616% interest in the common areas, appurtenant to said unit.

Parcel 3: Apartment 1-E in Linden Terrace Condominium, a Horizontal Property Regime created by Declaration of Condominium recorded March 10, 1993, as Document No. 93015676 and a plat thereof, recorded in Plat Book 73 and page 83, in the Office of the Recorder of Lake County, Indiana. Together with an undivided 6.744% interest in the common areas and facilities appertaining thereto.

Parcel 4: Apartment 1-E in The Kennedy Avenue Commons Condominium, a Horizontal Property Regime created by Declaration recorded January 22, 1993 as Document No. 93004805, and a plat thereof, recorded in Plat Book 73 page 69, in the Office of the Recorder of Lake County, Indiana. Together with an undivided 4.540% interest in the common areas and facilities appertaining thereto.

Parcel 5: Apartment 1-A in The Kennedy Avenue Commons Condominium, a Horizontal Property Regime created by Declaration recorded January 22, 1993 as Document No. 93004805, and a plat thereof, recorded in Plat Book 73 page 69, in the Office of the Recorder of Lake County, Indiana. Together with an undivided 4.540% interest in the common areas and facilities appertaining thereto.



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**ADDENDUM "B"**

933 W GLEN PARK AVENUE UNIT 305  
GRIFFITH IN 46319

5526 CEDAR POINT DRIVE UNIT A4  
CROWN POINT IN 46307

9726 5<sup>TH</sup> STREET UNIT 1E  
HIGHLAND IN 46322

10049 KENNEDY AVENUE UNIT 1E  
HIGHLAND IN 46322

10047 KENNEDY AVENUE UNIT 1A  
HIGHLAND IN 46322



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