

## 2005 045239

2005 JUN -2 Pt 2: 22

MICHAEL A. EUROMN RECORD M

Reception No				
Recorded this	day of		_ , A.D ,	0'clock
	(This Mortgage o	REAL ESTATI	E MORTGAGE こって	2502748
	(This Mortgage 30	scures the described	i indepreditess and reflewa	als thereor.)
THIS INDENTURE	WITNESSETH, tha Rose Wolynia		a	ar
hereinafter called M		2	Operator in the Otal and	Indiana
Mortgage(s) and W		ican General Finan	_ County, in the State of ce	шшан
hereinafter called M	7 1		~_ _ County, in the State of	Indiana
	bed Real Estate situ	ated in Lake	_ County, in the State of	
County, in the State	of Indiana, as follo	ws. to wit:		
	or or are sodiumes:	564.90 feet of the t quarter of section	south 175 feet of the n	orth 505 feet of the , range 8 west, of the 2nd
p.m. in lake co	unty, indiana.	•		, range o west, or the 2mi
more commonly k	nown as: 8111 lin	coln street Move	111-1110 IN /0/10	
tax ID # 08-15-(	)120-0153	Docum	ent 1s	
	_			
		OTOF	FICIAL!	\
	This	Document is	the property of	
to secure the repay	ment of a promissor	y Note/Agreement (	herein referred to as "Not	e") of even date herewith for the to the Mortgagee, on or before in said Note, and any renew
months af	ter date, in installm	executed by the ents and with intere	e Mortgagor(s) and payablest thereon, all as provide	e to the Mortgagee, on or befo
thereof, at maturity,	or the interest ther	eys rees; and upon eon or any part the	tailure to pay any install	ment on said Note, or any pa
supulated, then sald	INOLE SHAIL KIIILEGIA	itety de que and hai	vable and this Mortgage r	nay he foreclosed accordingly
io futulot explessiv	aureed by me made	Signed that thin at	Indeptedness owing on s	said Note or any renewal thereses paid as they become due, an
onan Roop the built	anus anu ambruven	IEIUS IIIEIENI IIISIII	an tor tire ovionded easy	araga uandalinan
mischief for the ber of \$13,719	nefit of the Mortgag	ee as its interests i	may appear, and the poli	<mark>cy du</mark> ly assigned in the amoui
(\$	), and fa	ling to do so, said I	Mortgagee may pay said t	Dollar axes, charges and/or insurance
and the amount so	Jaiu VVIIII III E ESI AI	THE THE CHARACTER	all Moto chall be and had	a a wa a la a la a la a la la la la la la la
renewal Notes hered	tuduc. II noi comi	TV TO TAVE THE MAN	tgage shall also secure the	ne payment of all renewals an
				/
				real estate taxes, assessments not timely paid when due.
77	JO. MORUGUOLISESII		a on the date each new	odio inola Hassaut u
and assessments an	d other items which	Can attain priority	over this Mortgage as a li-	ent of amounts due for: (a) taxe
premiums. These is	tems are called "F	Scrow Items " At a	Morgagee in lieu of the partition of the	payment of mortgage insurance
				ents, if any, be escrowed b agor(s) shall promptly furnish to pay Mortgagee the Funds fo
Mortgagee may waiv	e the obligation of N	Nortgagor(s) to pay	Mortgagee Funds for any	ids for any or all Escrow Items or all Escrow Items at any time
payable, the amount	s due for any Escro	W Items for which r	i waiver, Mortgagor(s) sha	all pay directly, when and where
Mortgagee requires,	shall furnish to M	lortgagee receipts	evidencing such paymer	en waived by Mortgagee and, in within such time period as
may pay such amour	ire. If Mortgagor(s)	become obligated t	o pay Escrow Items direct	nt within such time period as tly and fail to do so, Mortgagee
may revoke the waiv	er as to any or all F	Scrow Items at any	time him a larger	e any such amount. Mortgagee
Mortgagor(s) shown	on the records of M	/lortgagee. Upon รเ	uch revocation, Mortgagor	to the most current address for r(s) shall pay to Mortgagee al
This instrument was p			y terms of this Mortgage o	r the Note.
INA431 (10-17-04) REAL ESTA				

14-11-00 42014221

Mortgagee may, at any time, collect and hold Funds in an amount (a) sufficient to permit Mortgagee to apply the Funds at the time specified under the federal Real Estate Settlement Procedures Act and implementing regulations (collectively, "RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Mortgagee shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with any applicable law or regulation. Mortgagee shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity or in any Federal Home Loan Bank. Mortgagee may charge Mortgagor(s) a fee to establish the escrow account at closing, if not contrary to applicable law and regulation, but Mortgagee shall not charge Mortgagor(s) for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless (i) Mortgagee pays Mortgagor(s) interest on the Funds, and (ii) such charge is not otherwise prohibited by any applicable law or regulation. Unless an agreement is made in writing or applicable law and regulations require interest to be paid on the Funds, Mortgagee shall not be required to pay Mortgagor(s) any interest or earnings on the Funds. Mortgagor(s) and Mortgagee can agree in writing, however, that interest shall be paid on the Funds. Mortgagee shall give to Mortgagor(s), without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Mortgagee shall account to Mortgagor(s) for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Mortgagee shall notify Mortgagor(s) as required by RESPA, and Mortgagor(s) shall pay to Mortgagee the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve (12) monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Mortgagee shall notify Mortgagor(s) as required by RESPA, and Mortgagor(s) shall pay to Mortgagee the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve (12) monthly payments.

Upon payment in full of all sums secured by this Mortgage, Mortgagee shall promptly refund to Mortgagor(s) any

Funds held by Mortgagee.

The Mortgagor(s) for himself (themselves), any heirs, personal representatives and assigns, covenant and agree to pay said Note and interest as they become due and to repay such further advances, if any, with interest thereon as provided in the Note or Notes evidencing such advances. If Mortgagor shall fail to keep the Real Estate in a good condition of repair or shall permit the Real Estate to be in danger of the elements, vandalism or damage from other cause, Mortgagee may take such steps as are necessary in its judgment to protect the Real Estate.

Mortgagor(s) expressly understand(s) and agree(s) that by this Mortgage they hereby assign to the Mortgagee all of Mortgagor(s)' rights and interests in and to all rents or payment on land contracts from any and all tenants or contract purchasers due or to become due from any such tenants or purchasers so long as the indebtedness hereby secured remains unpaid in whole or in part

And the Mortgagor(s) covenant(s) that at all times during the continuance of this Mortgage, they will perform all covenants and conditions of all prior and existing mortgages to include payment of principal and interest on any debt covenants and conditions of all prior and existing mortgages to include payment of principal and interest on any debt or debts secured thereby and Mortgagor(s) agree that in the event of default in the performance of such covenants and conditions then the Mortgagee hereof may declare that any debt hereby secured shall be due and owing in full and Mortgagee may enforce this Mortgage by foreclosure with costs and attorney fees, or otherwise. In the event Mortgagor(s) default(s) in the performance of any obligations secured by a prior and existing mortgage, Mortgagee hereof may at its sole election pay and discharge said prior debt and Mortgage and Mortgagor(s) agree(s) to be indebted to Mortgagee thereof in the additional amount so advanced and this Mortgage shall also secure such additional debt on the same terms and conditions. additional debt on the same terms and conditions.

And, at the option of the Mortgagee, it shall be lawful for the Mortgagee, who is hereby given and granted full right, license, power and authority, to peacefully enter into and take possession of the premises hereby mortgaged, or any part thereof, and to collect, receive and receipt for all rents, issues and profits thereof; and the Mortgagor(s) agree(s) to deliver to the Mortgagee at any time after default, on request, possession of the mortgaged premises and all leases, papers and records at any time in the possession or control of the Mortgagor(s) pertaining to the premises, and further agree(s) to make, execute and deliver to the Mortgagee all such further assurances as may be proper for perfecting or completing the security hereunder.

IN WITNESS WHEREOF, the said Mortgagor(s) ha	hereunto set hand(s) and seal(s) this May
day or,	(SEAL)
(SEAL)	
Type name here  Surface (SEAL)	Type name here  (SEAL)  Týpe name here
Type name here  STATE OF INDIANA  ) SS:	,,
COUNTY OF )  Before me, the undersigned, a Notary Public in	and for said County, this 23rd day of
and acknowledged the execution of the foregoing instrument.	
PARTNESS OF MY HAND and official seal.	Notary Public
My Commission expires November 18th 2012	
INA432 (10-17-04) REAL ESTATE MORTGAGE	$\mathcal{O}$