

Please return to:
PEOPLES BANK SB
9204 COLUMBIA AVE
MUNSTER, IN 46321

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 046333

2005 JUN -7 AM 9:34

Loan #: 00260025979

MICHAEL A. BROWN
RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

(OPEN END CREDIT - FUTURE ADVANCES ARE SECURED BY THIS MORTGAGE)

THIS MORTGAGE ("Security Instrument") is given on May 23, 2005
The mortgagor is THE EDWARD D SIDOR AND JEAN A SIDOR REVOCABLE LIVING TRUST
whose address is 1213 Vivian Ln, Munster, IN 46321
("Borrower"). This Security Instrument is given to PEOPLES BANK SB
which is organized and existing under the laws of the State of Indiana, and whose address is
9204 COLUMBIA AVE, MUNSTER, IN 46321
("Lender"). Borrower has entered into a Home Equity Line of Credit loan ("Contract")
with Lender as of the 23rd day of May, 2005, under the terms of which Borrower may, from time to time, obtain
advances not to exceed, at any time, a principal amount equal to the Credit Limit of
One Hundred Seventy Two Thousand Dollars And No Cents
Dollars (U.S. \$ 172,000.00) ("Credit Limit"). Any party interested in the details related to Lender's continuing obligation to make advances
to Borrower is advised to consult directly with Lender. This Security Instrument secures to Lender: (a) the repayment of the debt under the Contract, with
interest, including future advances, and all renewals, extensions and modifications of the Contract; (b) the payment of all other sums, with interest,
advanced under paragraph 5 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Contract. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property
located in
LAKE County, Indiana:

LOT 19 IN MONALDI-CHAYES MANOR OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 34 PAGE 51, IN THE
OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commit 990050503

SOUTHSHORE TITLE LLC

which has the address of
Indiana 46321
[Zip Code]

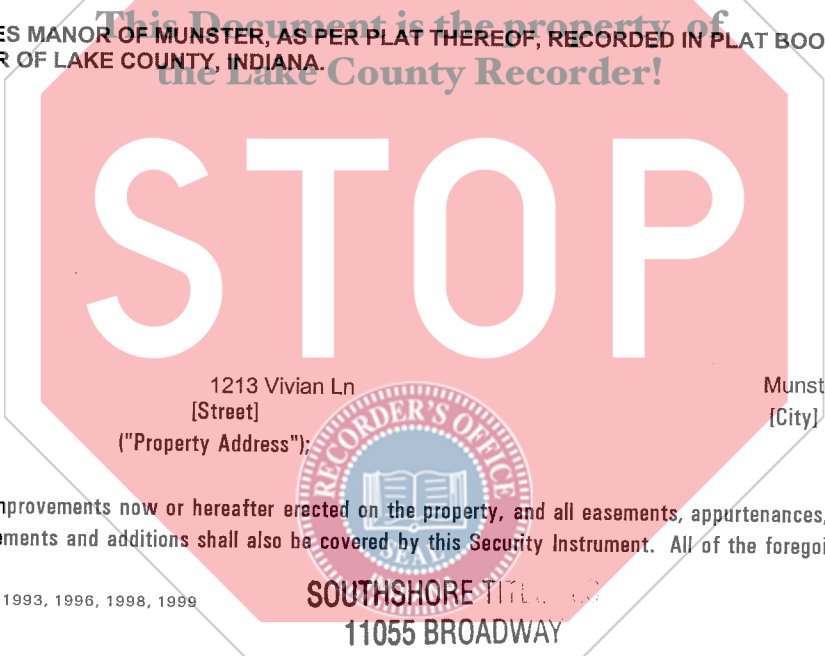
1213 Vivian Ln Munster
[Street] [City]
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a
part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security
Instrument as the "Property."

© Copyright Compliance Systems, Inc. 1993, 1996, 1998, 1999
ITEM 424INL1 (9911) Page 1 of 5

SOUTHSHORE TITLE LLC
11055 BROADWAY
CROWN POINT, IN 46307

Compliance Systems, Inc.
800-968-8522 Fax 616-956-1868



20-
LP
SS

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of such payments.

8. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but has no personal liability under the Contract: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Contract without that Borrower's consent.

10. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Contract or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Contract.

11. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Contract conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Contract which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Contract are declared to be severable.

13. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

14. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

15. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Contract as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Contract under which acceleration is permitted (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further notice and may foreclose this Security Instrument by judicial proceeding. Subject to limitations imposed by applicable law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

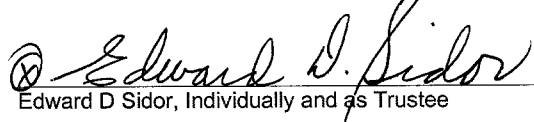
18. Release. Upon payment of all sums secured by this Security Instrument and the termination of Borrower's right to obtain future advances under the Contract, Lender shall release this Security Instrument without charge to Borrower.

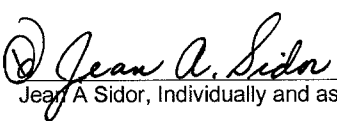
19. Waiver of Valuation and Appraisal. Borrower waives all right of valuation and appraisal.

20. Optional Provision(s).

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Witnesses:

_____  (Seal)
Edward D Sidor, Individually and as Trustee -Borrower

_____  (Seal)
Jean A Sidor, Individually and as Trustee -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF INDIANA

On this 23rd day of May, 2005
Notary Public in and for
THE EDWARD D SIDOR AND JEAN A SIDOR REVOCABLE LIVING TRUST
acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission expires: November 2, 2011
County of Residence: LAKE

This instrument was prepared by: CATHERINE L. GONZALEZ

Document is NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

LAKE County ss:

, before me, the undersigned, a
LAKE County, personally appeared
, and

STOP



RACHEL C LENTZ
Notary Public



After recording return to:
PEOPLES BANK SB
9204 COLUMBIA AVE
MUNSTER, IN 46321