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MICHAEL A. BROWN
RECORDER

Second Mortgage

0216075952

This Mortgage, is made this ^{Standard Federal Bank's operating name in Illinois is LaSalle National Bank.} 1st day of JUNE, 2005, by

MATTHEW MEYER, A SINGLE PERSON AND KERRY MEYER, A SINGLE PERSON

to **ABN AMRO Mortgage Group, Inc., a Delaware Corporation** ("Lender"), whose address is 2600 West Big Beaver Road, Troy, Michigan 48084. **Whereas**, Borrower is indebted to Lender in the principal sum of
----- FORTY TWO THOUSAND FIVE HUNDRED -----

(\$ 42,500.00) Dollars, which indebtedness is evidenced by Borrower's note of even date ("Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 1, 2015 ;

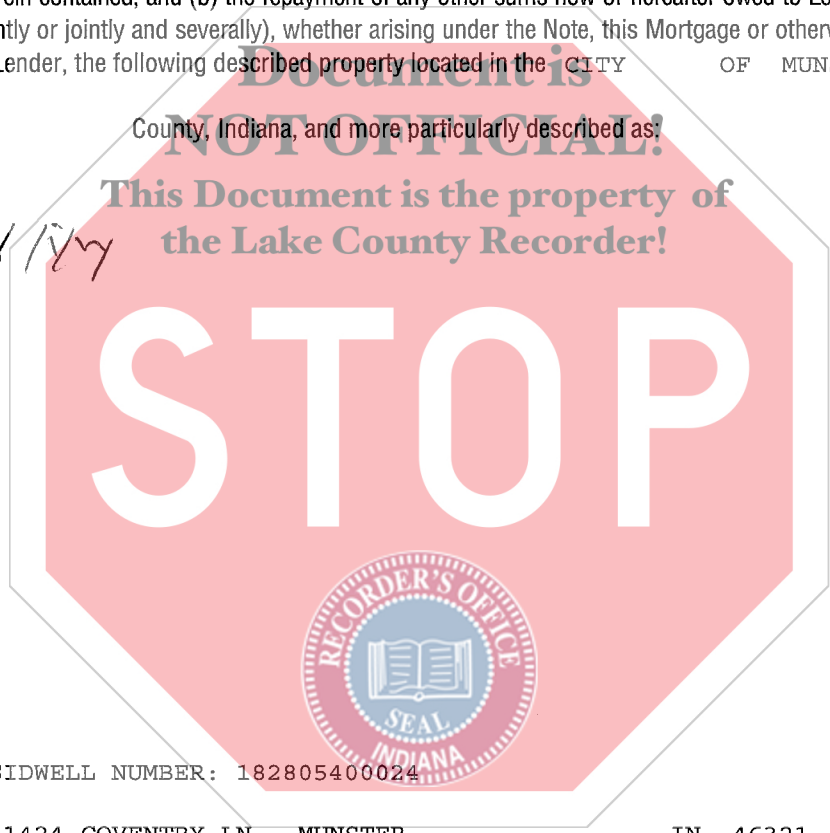
To secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the repayment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any other sums now or hereafter owed to Lender by Borrower (or any of them, if more than one, jointly or jointly and severally), whether arising under the Note, this Mortgage or otherwise, Borrower does hereby Mortgage and Warrant to Lender, the following described property located in the CITY OF MUNSTER ;

INDIANA

County, Indiana, and more particularly described as:

Lot 24

**This Document is the property of
the Lake County Recorder!**



SIDWELL NUMBER: 182805400024

which has the address of 1424 COVENTRY LN MUNSTER IN 46321

(herein "Property address");

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock, and all fixtures now or hereafter attached thereto, all of which, including replacements and additions to the same, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with the aforesaid property are herein referred to as the "Property."

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Borrower's Initials: *MEM*

[Signature]

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Subject and Subordinate, However, in each and every respect, to the rights of

(the "First Mortgage"),

under and pursuant to a certain mortgage upon the premises dated _____, in the amount of \$ _____ (the "First Mortgage").

Borrower does hereby covenant, promise and agree to and with Lender, which covenants, promises and agreements shall, to the extent permitted by law, run with the Property, as follows:

First. At the time of execution and delivery of this Mortgage, Borrower is lawfully seized of the Property in fee simple, free of all other liens and encumbrances other than the First Mortgage and the Mortgage Note secured thereby and building and use restrictions of record, and Borrower will warrant and defend generally title to the Property against all other claims and demands.

Second. Borrower shall promptly pay when due (a) the principal of and interest on the Note, and late charges, if any, provided in the Note, (b) all sums due the First Mortgagee under the First Mortgage and the Mortgage Note secured thereby, and (c) all other sums now or hereafter owed by Borrower, whether jointly or severally, to Lender pursuant to this Mortgage or otherwise. Borrower also shall discharge all of Borrower's obligations under the First Mortgage when the same shall be due.

Third. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to interest due; second, to principal due; third, to amounts payable under Paragraph 2; and last, to late charges due under the Note.

Fourth. Property 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, including, but not limited to, earthquakes and floods, 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. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Any amounts disbursed by Lender under this Section shall become additional debt of Borrower secured by this Mortgage. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or applicable law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to Borrower.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under the default provisions of this Mortgage or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Mortgage, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Mortgage, whether or not then due.

Fifth. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property, and shall promptly comply with all laws, ordinances and governmental regulations affecting the Property.

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Borrower's Initials: MEM / KDN

Sixth. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced against Borrower or the Property which materially affects or could materially affect Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, arrangements or proceedings involving a bankrupt or debtor under any provision of the Bankruptcy Act, or a decedent, or enforcement by the First Mortgagee of any of its remedies for default under the First Mortgage, then Lender at Lender's option, without notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of all such sums as may be required to induce the First Mortgagee to forbear from exercising its remedies for default in the First Mortgage, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed and any expenses incurred by Lender under this paragraph shall bear interest at the rate provided for in the Note and shall be due in full immediately upon demand by Lender. Under no circumstances whatever shall Lender be obligated to make any advances or to incur any expense or to take any action hereunder.

Seventh. Borrower shall not accept or permit any increase of the principal amount secured by the First Mortgage, nor accept or permit any amendment, modification, extension or other change to the terms of any instrument or agreement executed in connection therewith, without Lender's prior written consent.

Eighth. 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.

Ninth. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

Tenth. Extension of the time for payment or modification of the amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release or limit, in any manner, the liability of the original Borrower and Borrower's successors in interest. Further, Lender shall in no event be required to commence proceedings against any such successor in interest.

Eleventh. 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

Twelfth. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

Thirteenth. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several.

Fourteenth. 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 mailing such notice by first class mail or certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail or by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

Fifteenth. This Mortgage 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 Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and Note are declared to be severable.

Sixteenth. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 16, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 9 hereof.

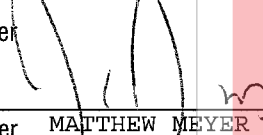

Seventeenth. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances To Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 21,250.00

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

Nineteenth. Waiver of Valuation and Appraisal. Borrower hereby waives all rights of valuation and appraisal.

Twentieth. Hazardous Substances. As used in this Section, "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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. "Environmental Law" means federal laws and the laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection. 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 or which, due to the presence, use or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 government or regulatory authority, or any private party, 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.

In Witness Whereof Borrower has executed this Mortgage.

Borrower		Borrower	
Borrower	MATTHEW MEYER	Borrower	KERRY MEYER

State of Indiana, INDIANA

County ss:

On this 1ST day of JUNE, 2005, before me, the undersigned, a Notary Public in and for MATTHEW MEYER, A SINGLE PERSON AND KERRY MEYER, A SINGLE PERSON said County, personally appeared

, and acknowledged the execution of the forgoing instrument.

Witness my hand and official seal.
My Commission expires:



LISA ANN ROSS
NOTARY PUBLIC - INDIANA
My Commission Expires 10/28/11

A resident of _____ County

This instrument was prepared by ABN AMRO Mortgage Group, Inc.

After Recording Return To:
ABN AMRO Mortgage Group, Inc.
Mortgage Document Center
1201 E. Lincoln
Madison Heights, MI 48071
Mail Code: M0990-01

LOT 24 IN SOMERSET, A SUBDIVISION IN MUNSTER, AS PER PLAT THEREOF,
RECORDED IN PLAT BOOK 68, PAGE 12 IN THE OFFICE OF THE RECORDER
OF LAKE COUNTY, INDIANA.

