

2005 051768

2665 Jun 20 Ht 15 6 9

MICHAEL

(Space Above This Line for Recording Data) **OPEN-END MORTGAGE**

000000000858550445



("Borrower"). This Security Instrument is given to FIFTH THIRD BANK (CHICAGO) and whose address is

("Lender"). 1000 E. 80TH PLACE N. TOWER MERRILLVILLE, IN 46410

Borrower owes Lender the principal sum of Ten Thousand AND 00/100

). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 05/31/25.

(Space Above This Line for FOPEN-END MOR
THIS MORTGAGE ("Security Instrument") is given on May 31, 2005
The mortgagor is
THOMAS JUCHCINSKI

("Borrower"). This Security Instrument is given to FIFTH THIRD BANK which is organized and existing under the laws of MICHIGAN
1000 E. 80TH PLACE N. TOWER MERR
Borrower owes Lender the principal sum of Ten Thousand AND 00/1

Dollars (U.S. 10,000.00). This debt is evidenced by Borrower ("Note"), which provides for monthly payments, with the full debt, if

TO SECURE to Lender (a) the repayment of the Indebtedness evident thereof, with interest thereon, the payment of all other funds, with in security of this Mortgage, and the performance of the covenants and Loan Documents or any document executed in connection therewith, indebtedness of Borrower owed to Lender and all affiliates of Lender (c) the repayment of any future advances, with interest thereon, mad "Future Advances"), Borrower does hereby mortgage, grant and con described property located in the County of LAKE

SEE ATTACHED EXHIBIT "A"

ANKLIN STREET HIGHLAND TO SECURE to Lender (a) the repayment of the Indebtedness evidenced by the Loan Documents and any extensions or renewals thereof, with interest thereon, the payment of all other funds, 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, or contained in the Loan Documents or any document executed in connection therewith, and (b) the repayment of any and all other loans, advances or indebtedness of Borrower owed to Lender and all affiliates of Lender, of any nature whatsoever (collectively the "Obligations") and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Item 22 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender, with mortgage covenants, the following , to wit (herein,

ocument

, State of INDIANA

which has the address of 3537 FRANKLIN STREET HIGHLAND, IN 46322-0000 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the Real Estate, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, and all fixtures now or hereafter permanently attached to, the Real Estate, and all right, title and interest of Borrower in and to the land lying in the streets and roads, in front of and adjoining the Real Estate, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; and all of the foregoing, together with said Real Estate (or the leasehold estate if this

Mortgage is on a leasehold) are herein referred to as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend the title of the

Property against all claims and demands.

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ILI1 (04/04)

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COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and the interest on the Indebtedness evidenced by the Loan Documents, any extensions of removals thereof, prepayment and late charges as provided in the Loan Doc.

2. Hizard 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 or as may be required by applicable law (including flood insurance required by here). The propriet may be required to the property insured against loss by fire, heazards included within the term "extended coverage", and such other hazards as Lender may require or as may be required by applicable law. Coverage and the property in the propriet in the propri

one note or other debt instrument, at Lender's option, payments may be applied on any of the outstanding notes, or concurrently was more than one of the outstanding notes.

6. Preservation and Maintenance of Property; Leasehold; 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 planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and the by-laws and regulations of the condominium or planned unit development.

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 with materially affects Lender's interest in the Property, including, but not the condominium or planned unit development.

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 with materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcements, deed restrictions and registrations, or arrangements or proceedings involving a bankrupt or decedent, Lender at Lender's option, upon 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 reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Item 6, with interest thereon, shall become additional indebtedness with 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, and shall bear interest from the date of disbursement at the applicable rate as prescribed in the Loan Documents evidencing the Indebtedness or the highest rate under applicable law. Nothing contained in this Item 6 shall require Lender to incur any expense or take any action hereunder. Form 3036 (page 2 of 5) ILI2 (5/00)

8. Environmental Laws. (a) Except as set forth in Exhibit 7 (a) hereto, Borrower has obtained all permits, Licenses and other authorizations which are required under any now existing or hereafter enacted or amended federal, state, or local statute, ordinance, code or regulation affecting or regulatin the environment ("Environmental Laws") and, to the best of Borrower's knowledge, Borrower is in compliance in all material respects with all terms and conditions of the required permits, liceses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws;

(b) Except as set forth in Exhibit 7 (b) hereto, Borrower is not aware of, and has not received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may give rise to any material claim, all all and all all proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the omission, discharge, release or threatened release into the environment, of any pollutant, contaminant, chemical, or industrial, toxic or hazardous substance or waste; and

(c) Except as set forth in Exhibit 7 (c) hereto, there is no civil, criminal or administrative action, suit, demand, claim hearing, notice or demand letter, notice or violation, investigation, or proceeding pending or threatened against Borrower, relating in any way to Environmental Laws; and

(d) Lender will not be deemed to assume any liability or obligation or duty to clean-up or dispose of wastes on or relating to the Property, Borrower agrees to remain fully liable and will indemnify, defend and hold Lender harmless from any and all costs, lossers and expenses (including, without limitation attorney's fees) relating to any Environmental Laws or Borrower's breach

audited statement of condition and profit and loss statement for the Property for the preceding fiscal year, prepared and certified by a certified public accountant acceptable to Lender.

10. 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. No awards or settlements shall be accepted without Lender's prior written consent.

Lender is authorized to settle any claim, collect any award, and apply the net proceeds, after deducting all costs of collection including attorney's fees, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage, and if, in the sole discretion of Lender, Lender is not satisfied with the adequacy of collateral for any remaining indebtedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immediately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

indebtedness, Lender may without further demand or notice elect to declare the whole of the remaining indebtedness immédiately due and payable and may invoke any of the remedies afforded it by law, and/or by this Mortgage, including those permitted by Item 17 hereof.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postone the due date of any installment payments referred to in Item for payment or modification of amortization of the sums secured by 11. Borrower Not Released. Exposing of the lime for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor or interest. Tender shall not operate to release, in any manner, the liability of the original Borrower of Borrower's successors in Interest. Tender shall not operate to release, in any manner, the liability of the original Borrower of otherwise modify amortization of the sums secured by this proceedings against any successor or Trust emerst. Tender shall not not permet or the payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand raded by the original Borrower of Borrower's successors in interest.

12. Forbearance By Lender Not 3 Waiver, Any forhearance by Lender in exercising any tight or remedy the reunitor of insurance or the payment of taxes or other lines or charges by Lender shall not be a waiver of Lender's right to procurement of insurance or the payment of taxes or other lines for charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Indebtedness, Future Advances and Obligations secured by this Mortgage.

13. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the note evidencing the Indebtedness or any of the Loan Documents, or as afforded by law or equity and may be exercised concurrently, independently or successively.

14. Successors and Assigns Bound; Joint agreement.

If Borrower herein is other than an individual or individuals acting on their own behalf, any change in the legal or beneficial ownership of such Borrower or entity which changes the identity of any person or persons having, directly or indirectly, more than 10% of either the legal or beneficial ownership of either such Borrower, such entity, or of the Property, shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made

shall be deemed to be a transfer within the meaning of this Item. Such transfer shall not be made, created, or suffered to be made or created, without Lender's prior written consent.

18. Acceleration; Remedies. Upon the occurrence of an Event of Default (as defined in the Loan Documents) or a default in the payment of the Indebtedness, the Obligations or Future Advances hereby secured or any part thereof in accordance with the terms of this Mortgage, of the aforesaid Loan Documents or of any other document executed in conjunction with this Mortgage or the Loan Documents, or in the performance of any covenant or agreement of Borrower in this Mortgage or in the payment or performance of any document or instrument securing any Indebtedness or Obligation, or upon the filling of any lien or charge against the Property or any part thereof which is not removed to the satisfaction of Lender within a period of 30 days thereafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filling of any proceeding by or against Borrower in bankruptcy, insolvency or similar proceedings, assignment by Borrower of its property for the benefit of its creditors, the placing of Borrower's property in receivership, trusteeship or conservatorship with or without action or suit in any Court, or the abandonment by Borrower of all or any part of the Property (herein "Events of Default"), then the Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

action or suit in any Court, of the abandonment by Borrower and of any part of the Troperty (techn. Perms of the Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without notice to the Borrower.

The sums secured hereby shall bear interest at the highest rate allowed by law, and this Mortgage shall become absolute and subject to foreclosure. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts, title reports and reasonable attorney's fees.

19. Borrower's Right to Redeem. Borrower shall have such rights of redemption as are provided by the law of the State where the Property is located.

20. Dower. Borrower convenants that all dower interest, if any, in and to the Property is hereby remised, released and forever quitclaimed unto Lender by Borrower.

21. Assignments of Rents. Upon the occurrence of an Event of Default, the Lender shall have the right without notice and without regard to the adequacy of any security for the sums hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the Property, and Lender may operate, manage, rent and lease the Property and collect any rents, issues, income and profits therefrom, the same being hereby absolutely assigned and transferred to and for the benefit and protection of Lender, contingent only upon the occurrence of an Event of Default. All rents collected by Lender may be applied to the cost of operation, maintenance and repair, and reasonable collection, management and attorney's fees, and then in reduction of any sums hereby secured in such other proportions as Lender may determine.

22. Future Advances. Upon request by Borrower, Lender, at Lender's option, may make Future Advances to Borrower. Such future and additional loan advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that such notes are secured here

23. Rental of Property Restricted. Borrower shall not make, or suffer to be made, any lease of the Property or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Lender's prior written consent. If, with Lender's written consent, there is a lease on the Property, Borrower is to perform all of Borrower's obligations under such lease or leases. Borrower is not to accept any prepayment of rent for more than one month in advance without Lender's prior written consent. Upon Lender's request from time to time, Borrower is to furnish Lender a statement, in affidavit form, in such reasonable detail as Lender may require, of all of the leases on the Property and, on demand, to furnish Lender executed counterparts of any and all such leases.

counterparts of any and all such leases.

If Borrower shall enter into any lease agreement, written or oral, concerning the Property or any part thereof without having obtained Lender's prior written consent, Lender shall not be bound by, or obligated to perform under, any such lease in the event it exercises its remedies set forth in Item 20 or any other provision hereof.

24. Release. Upon payment of all Indebtedness, Obligations and Future Advances secured by this Mortgage, Lender shall discharge this Mortgage with any costs paid by Borrower.

25. Mortgage as Security For Other Liabilities. This Mortgage shall serve as security for every other liability or liabilities of the Borrower to the Lender and any of its affiliates however created, direct or contingent, due or to become due, whether now or hereafter existing and whether the same may have been or shall be participated in, in whole or in part by others, by trust agreement or otherwise, or on any manner acquired by or accruing to the holder hereof, whether by agreement with, or by assignment or endorsement to the Lender by anyone whomsoever.

It is the express intent of the parties hereto that this Mortgage and the note or notes given contemporaneously herewith, and any extensions or renewals thereof, shall also evidence and secure any additional loan advances made after the delivery of this Mortgage to the recorder for record.

Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it shall hereafter be created in a "consumer credit transaction" as defined in Title 1, Consumer Credit Protection Act, 15 U.S.C.A., Sections 1601 et. seq., as amended, or any successor federal statute, or any applicable state statue containing substantially similar provisions.

provisions.

26. Ohio Covenant. If the Property is located in Ohio, Borrower and Lender covenant that Lender is authorized to do all things provided to be done by a mortgagee under section 1311.14 of the Ohio Revised Code.

27. Uniform Commercial Code Security Agreement. Borrower hereby grants Lender a security interest in all items included in the Property which can be subject to a security interest under the Uniform Commercial Code. Borrower will execute and deliver to Lender all financing statements and other documents requested by Lender to perfect its security in such property, and Borrower will pay the expense of filing such documents and of conducting a search of records in which documents are recorded. The covenants and agreements of Borrower throughout this Mortgage will apply to all items which are subject to the security interest granted herein. Upon the occurrence of any Event of Default under this Mortgage, Lender will have the remedies of a secured party under the Uniform Commercial Code and, at Lender's sole option, may also invoke the remedies provided in this Mortgage. In exercising any of such remedies, Lender may proceed against the items of real property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies in this Mortgage. This Mortgage may be filed with appropriate authorities as a Uniform Commercial Code Financing Statement.

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ILI4 (5/00)

28. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as defined an by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 19 in effect; Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act then in effect: and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums the been paid. Such policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured the shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may ap shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as the except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expect of each such flood insurance policy, Borrower shall deliver to Lender a renewal policy or endorsement together with evident satisfactory to Lender that the premium therefor has been paid. 29. Jury Waiver. BORROWER WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY. PLYSICALING PELOW Perrover accepts and express to the terms and coverants contained in this Security.	or3 as now red so that of 1973 as erefor have reunder, prove, o any of the o Lender iration date dence
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.	
Witnesses: / Kem A	(Seal)
THOMAS JUCHCINSKI	_` ´
	(Seal)
	_(0011)
Document is	
	(0 1)
NOTOPPICIAL	(Seal)
NOT OFFICIAL!	
NOT OFFICIAL! This Document is the property of	(Seal)
NOT OFFICIAL!	
NOT OFFICIAL! This Document is the property of STATE OF INDIANA, Color of the Lake CountyRecorder!	
STATE OF INDIANA, On this 31st DAY OF May, 2005, before me, a Notary Public in and for said County and State,	
STATE OF INDIANA, On this 31st DAY OF May, 2005, personally appeared NOT OFFICIAL! This Document is the property of the pro	
STATE OF INDIANA, On this 31st DAY OF May, 2005, before me, a Notary Public in and for said County and State,	
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STATE OF INDIANA, On this 31st DAY OF May, 2005, personally appeared THOMAS JUCHCINSKI NOT OFFICIAL! This Document is the property of the p	_(Seal)
STATE OF INDIANA, On this 31st DAY OF May, 2005, before me, a Notary Public in and for said County and State, personally appeared THOMAS JUCHCINSKI the individual(s) who executed the foregoing instrument and acknowledged that HE/SHE did examine and read the said county and state, personal specific to the individual specific to the said county and state, personal specific to the said county and specific to the	_(Seal)
STATE OF INDIANA, On this 31st DAY OF May, 2005, personally appeared THOMAS JUCHCINSKI NOT OFFICIAL! This Document is the property of the p	_(Seal)
STATE OF INDIANA, On this 31st DAY OF May, 2005, before me, a Notary Public in and for said County and State, personally appeared THOMAS JUCHCINSKI the individual(s) who executed the foregoing instrument and acknowledged that HE/SHE did examine and read the sand did sign the foregoing instrument, and that the same is HIS/HER free act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.	_(Seal)
STATE OF INDIANA, On this 31st DAY OF May, 2005, before me, a Notary Public in and for said County and State, personally appeared THOMAS JUCHCINSKI the individual(s) who executed the foregoing instrument and acknowledged that HE/SHE did examine and read the sand did sign the foregoing instrument, and that the same is HIS/HER free act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires:	_(Seal)
STATE OF INDIANA, On this 31st DAY OF May, 2005, before me, a Notary Public in and for said County and State, personally appeared THOMAS JUCHCINSKI the individual(s) who executed the foregoing instrument and acknowledged that HE/SHE did examine and read the sand did sign the foregoing instrument, and that the same is HIS/HER free act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal.	_(Seal)

1000 E. 80TH PLACE N. TOWER MERRILLVILLE, IN 46410

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EXHIBIT A

The land referred to in this Commitment is described as follows:

Lot 10, in Block 1, in Highland Addition, to the Town of Highland, as per plat thereof, recorded in Plat Book 26 page 19, in the Office of the Recorder of Lake County, Indiana.

