

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 053198

2005 JUN 28 AM 10:46

MICHAEL A. SHOWN  
RECORDER

3

### CONSUMER LOAN MORTGAGE

TCF NATIONAL BANK  
ILLINOIS CONSUMER LENDING DEPARTMENT

Account Number: 092 - 168

FILE # 18911K05

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE AT ANY ONE TIME IS EIGHTEEN THOUSAND SEVEN HUNDRED DOLLARS AND 00 CENTS DOLLARS ( \$18,700.00 ).

This **CONSUMER LOAN MORTGAGE** ("Mortgage") is made this 16th day of June, 2005, by EPIFANIO R SADURAL III and MAY R SADURAL

Married

whose address is 1418 FRAN-LIN PARKWAY MUNSTER IN 46321 (the "Borrower"), who grants, conveys, mortgages and warrants to TCF National Bank, a national banking association, 801 Marquette Avenue, Minneapolis, Minnesota 55402 (the "Lender"), land and property in Lake County, Indiana, described as:

SEE ATTACHED

PREPARED BY: GARY KUJAWA 555 E BUTTERFIELD RD, LOMBARD, IL 60148

street address: 1418 FRAN-LIN PARKWAY MUNSTER IN 46321  
tax identification no. 18-28-0286-0020

together with all buildings, improvements, and fixtures on the property, whether now on the property or added in the future, and all easements and other rights that pertain to the property (collectively the "Property"). This Mortgage secures performance and payment under the terms of this Mortgage and Borrower's note dated the same date as this Mortgage in the principal amount of EIGHTEEN THOUSAND SEVEN HUNDRED DOLLARS AND 00 CENTS

Dollars ( \$18,700.00 ), subject to any written amendments to the note agreed to by Lender and Borrower ("Note"). In addition to the indebtedness under the Note, this Mortgage secures Protective Advances which may be in excess of the maximum principal amount stated above with interest thereon (collectively "Debt") and the performance of all covenants and agreements of the Borrower contained herein. "Protective Advance" is defined as a payment by Lender for performance of covenants of Borrower pertaining to insuring or preserving the Property upon Borrower's failure to perform. The full Debt, if not paid earlier, is due and payable on 06/28/2020.

If the box preceding this sentence is checked, the interest rate under the Borrower's Note is variable and can change daily, as described in the Note.

#### Borrower promises and agrees:

1. To keep the Property in good repair and to comply with all laws and ordinances, which affect the Property.
2. To pay all taxes, assessments, and water bills levied on the Property, and any other amounts which could become a Security Interest against the Property. "Security Interest" includes any lien, mortgages or other encumbrance.
3. To perform all obligations under any Security Interest on the Property. As of the date hereof, there exists no other Security Interest on the Property, other than as disclosed to Lender on the title search and report or other title evidence obtained by Lender prior to accepting this Mortgage, or on Borrower's loan application.
4. To keep the Property insured against fire, windstorm, flood, and such other hazards as Lender may require, in an amount and manner acceptable to Lender, and with the proceeds made payable in the policies to Lender as mortgagee, and to deliver such proof of insurance as Lender may require. Borrower may obtain insurance from the insurance company of Borrower's choice as long as the insurance company is reasonably acceptable to Lender. Lender will apply any insurance proceeds to pay the Debt, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the proceeds to reduce the Debt, Borrower will still have to make regular monthly payments until the Debt is satisfied. If Borrower fails to keep the Property insured, Lender may, but is not required to, obtain such insurance to protect Lender's interest. Such insurance obtained by Lender may not protect Borrower's equity interest in the Property. Lender is not required to obtain the lowest cost insurance that might be available.
5. That if all or part of the Property is condemned or taken by eminent domain, Borrower directs the party condemning or taking the Property to pay all of the money to Lender. Lender will apply the money to pay the Debt, unless Lender agrees in writing that the money can be used differently. If Lender uses the money to reduce the Debt, Borrower will still have to make regular monthly payments until the Debt is satisfied.
6. That all payments under the Note will be paid when due and in accordance with the terms of the Note and this Mortgage. That if Borrower fails to pay or perform any of Borrower's obligations under this Mortgage, Lender may pay or perform such obligations. Any amount so paid and the cost of any title search and report made after any Default, may be added to the Debt.


16-  
ZP  
MT

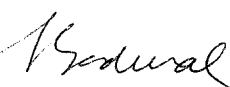
7. That the term "Default" means (a) Borrower's failure to comply with the terms of this Mortgage; or (b) Borrower's failure to comply with the terms of the Note; or (c) Borrower's failure to comply with the terms of any Security Interest having priority over this Mortgage. The term "Lender" includes Lender's successors and assigns, and the term "Borrower" includes and binds the Borrower's, heirs, personal and legal representatives, successors, and assigns. If this Mortgage is signed by two or more persons, the obligations and security interest granted by this Mortgage shall be cumulative and in addition to any other remedies provided by law. Each person that signs this Mortgage is responsible for keeping all of the promises made by Borrower. Lender may choose to enforce its rights against any person signing this Mortgage or against all of them. However, if someone signed this Mortgage, but signed the Note as collateral owner only, then that person will not be required to pay any amount under the Note, but will have signed only to grant, convey, mortgage and warrant any rights that person has in the Property. Also, Borrower may agree to extend, modify, forbear, or make any accommodations with regard to the Note or Mortgage without such collateral owner's consent.
8. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may require immediate repayment in full of the Debt (called "acceleration") as provided in the Note and foreclose this Security Instrument in a manner provided by law if Borrower is in Default. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a Default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Note, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Note Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing Default. By not exercising any remedy on Borrower Default, Lender does not waive Lender's right to later consider the event a Default if it continues or happens again.
9. That Borrower shall not assign or transfer the Property or any beneficial interest in the Property by deed, bond for deed, contract for deed, installment sales contract, escrow agreement, or other instruments, or in any manner whatsoever, without Lender's prior written consent. Lender's written consent is not required in the following circumstances:
  - (a) the creation of a lien or other encumbrance subordinate to Lender's Security Interest which does not relate to a transfer of rights of occupancy in the Property (provided that such lien or encumbrance is not created pursuant to a contract for deed);
  - (b) the creation of a purchase-money Security Interest for household appliances;
  - (c) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
  - (d) the granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase (that is, either a lease of more than three years or a lease with an option to purchase violates this provision);
  - (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is:
    - (i) a transfer to a relative resulting from the death of Borrower;
    - (ii) a transfer where the spouse or child(ren) becomes an owner of the Property; or
    - (iii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
  - (f) a transfer into an inter vivos trust in which Borrower is and remains the beneficiary and occupant of the Property, unless, as a condition precedent to such transfer, Borrower refuses to provide Lender with reasonable means acceptable to Lender by which Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy.
10. That Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
11. That if the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge is collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan 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 outstanding Debt or by making a direct payment to Borrower. If a refund reduces the Debt, the reduction will be treated as a partial pre-payment, without any prepayment charge under the Note.
12. That Mortgage, and any actions arising out of this Mortgage, are governed by Indiana law to the extent not preempted by federal law. If any provision of this Mortgage is found to be unenforceable, all other provisions will remain in full force and effect. Lender's failure to exercise any right or remedy under this Mortgage will not waive Lender's rights in the future.
13. That upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage in accordance with applicable law. Lender may charge Borrower a fee for releasing this Mortgage if allowed by applicable law.
14. That Borrower waives all right of valuation and appraisments.

Riders. The following Riders are to be executed by the Borrower:  
 Condominium Rider       Planned Unit Development Rider

BY SIGNING BELOW, BORROWER HAS SIGNED AND DELIVERED THIS MORTGAGE AS OF THE DATE FIRST WRITTEN ABOVE.

Borrower:

  
\_\_\_\_\_  
(signature)  
EPIFANIO R SADURAL III  
\_\_\_\_\_  
(type or very clearly print name)

  
\_\_\_\_\_  
(signature)  
MAY R SADURAL  
\_\_\_\_\_  
(type or very clearly print name)

State of Indiana  
County of Lake ) ss.

Before me, Norma J. Richardson Notary Public, this 16th day of June, 2005,  
EPIFANIO R SADURAL III and MAY R SADURAL  
Married  
acknowledged the execution of the annexed mortgage.

  
\_\_\_\_\_  
Notary Public

County, \_\_\_\_\_  
My commission expires: \_\_\_\_\_

This Instrument prepared by and return to:  
TCF National Bank  
Consumer Lending Department  
800 Burr Ridge Parkway  
Burr Ridge, Illinois 60527

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

