

**HOME EQUITY  
REAL ESTATE  
MORTGAGE**

Bank Calumet, N.A.  
PERSONAL LOANS /  
5231 HOHMAN AVENUE  
P.O. BOX 69  
46325

2006 007600

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 FEB -1 AM 8:37

MICHIGAN CITY RECORDER

The above space is for recorder's use only.

This Mortgage made this 6th day of JANUARY, 20 06 by and between GARY M. GLEASON AND COLLEEN D. GLEASON, H-W of HAMMOND, INDIANA (hereinafter "Mortgagor") and Bank Calumet, National Association, 5231 Hohman Avenue, Hammond, Indiana 46325 (hereinafter "Mortgagee").

**WITNESSETH:**

That the Mortgagor and Mortgagee have entered into a certain Home Equity Line of Credit Agreement (hereinafter "Agreement"), dated, JANUARY 6, 2006, and a Home Equity Line of Credit Promissory Note (hereinafter "Note") whereby the Mortgagee, subject to default by Mortgagor, has obligated itself to loan monies to the Mortgagor from time to time, as requested by the Mortgagor, which may not exceed the aggregate principal sum of:

**TWELVE THOUSAND SEVEN HUNDRED AND 00=00 (\$ 12,700.00\*\*\* )** at any one time for a period of ten (10) years. To the extent that the Mortgagor has borrowed or will borrow monies from the Mortgagee pursuant to said Agreement, the Mortgagor has agreed to pay the Mortgagee minimum monthly installments in a sum equal to two (2%) percent of the new balance, or \$100.00, or the FINANCE CHARGE accrued for the month, whichever is greater.

That the interest rate charged for any monies loaned to Mortgagor by Mortgagee pursuant to said Agreement and said note is based upon an Index Rate equal to the average weekly Bank Prime Loan Rate as published in Federal Reserve Statistical Release H15 plus a Margin of 0 %. The interest rate charged is a variable one and will increase or decrease in the event that the Index Rate increases or decreases from the previous Index. The interest rate as computed is changed once a month on the first day of each Billing Cycle, which is monthly, and will remain in effect until the first day of the next Billing cycle. The FINANCE CHARGE is determined by applying the daily periodic rate to the Average Daily Balance for the Billing Cycle. The interest rate shall not be in excess of that permitted by law.

That any changes in the interest rate are mandatory pursuant to said Agreement and any increase therein can reduce the amount of any payment by the Mortgagee that is applied to principal and increase the amount applied to interest. The monthly payments required by said Agreement and said Note may not therefore fully amortize the Mortgagor's loan balance within the ten (10) year term of the Agreement, and at the end of said ten (10) year term the entire principal balance and unpaid interest shall be immediately due and owing by the Mortgagor.

THAT THE RECORDING OF THIS MORTGAGE BY THE MORTGAGEE, IN ADDITION TO GIVING CONSTRUCTIVE AND PUBLIC NOTICE TO ALL THIRD PARTIES OF THE LIEN RIGHTS OF THE MORTGAGEE IN THE MORTGAGED PROPERTY, IS ALSO DONE TO INFORM ALL SUBSEQUENT LIENHOLDERS, WHETHER THEY BE CONSENSUAL, JUDICIAL, OR STATUTORY, THAT THE MORTGAGEE'S OBLIGATION TO ADVANCE FUNDS TO THE MORTGAGOR IS MANDATORY PURSUANT TO SAID AGREEMENT, SUBJECT TO DEFAULT BY THE MORTGAGOR, AND THAT ANY AND ALL FUTURE ADVANCES MADE BY THE MORTGAGEE TO THE MORTGAGOR PRIOR OR SUBSEQUENT TO ANY OTHER LIEN BEING PLACED AGAINST THE MORTGAGED PROPERTY SHALL BE DONE BY ANY SUCH LIENHOLDER WITH PRIOR NOTICE TO IT OF THE MORTGAGEE'S OBLIGATION TO ADVANCE MONIES TO THE MORTGAGOR PURSUANT TO SAID AGREEMENT.

22-  
#290363  
205  
PB

in full under protest or deposits said sum with the Mortgagee as security for payment thereof.  
and Mortagor shall, upon request by Mortaggee, promptly furnish Mortaggee receipts evidencing such payments. Mortagge  
furnish to Mortaggee, upon request by Mortaggee, all notices, bills and statements received by Mortagge of amounts so due,  
assessed against the Property or arising in respect to the use, occupancy or possession thereof. Mortagor shall promptly  
general and special taxes and assessments, water and sewer charges and taxes, and all other public charges imposed or  
assessed against the Property or arising in respect to the use, occupancy or possession thereof. Mortagor shall pay from time to time, when due, any penalties attached, all  
2. TAXES AND CHARGES. Mortagor shall pay from time to time, when due, any penalties attached.

in the Property.  
restrictions of record listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortaggee's interest  
generally the title to the Property against all claims and demands, subject to any liens, easements, covenants, conditions and  
conveyed and has the right to mortgage, grant, convey and assign the Property, and the Mortagor will warrant and defend  
1. WARRANTY OF MORTGAGE. Mortagor covenants that Mortagor is lawfully seized of the estate hereby

Mortagor hereby covenants and agrees with Mortagge as follows:

the "Real Estate".  
physically annexed to the real estate or not, and all of the foregoing together with said Real Estate are herein referred to as  
and additions thereto, shall be deemed to be and remain a part of the real estate covered by this instrument whether actually  
trees, shrubs and plants, plumbing and electrical fixtures and communication systems, all of which, including replacement  
curtains rods, mirrors, cabinets, attached floor coverings, awnings, storm windows, doors, storm doors, screens, curtains,  
supplying or distributing heating, cooling, ventilation, power, electricity, gas, air, water and light; and all blinds, shades, curtains,  
oil and gas pipes, engines, machinery and water stock appurtenant to the property, but not limited to, those for the purpose of  
apparatus, motors, rights-of-way, driveways, alleys, pavedment, curbs and street privileges, rents, issues, profits, mineral,  
rights, rights-of-way, driveways, alleys, pavedment, curbs and street front privileges, rents, issues, profits, royalties, equipment,  
TOGETHER with all buildings, improvements, tenements now or hereafter erected on the property, and all easements,

## Document is NOT OFFICIAL!

This Document is the property of  
the Lake County Recorder!

COUNTY, INDIANA.

PLAT THEREOF, RECORDED IN PLAT BOOK, 20 PAGE 24, IN THE OFFICE OF THE RECORDER OF LAKE

LOT 1 AND THE NORTH 14.5 FEET OF LOT 2, BLOCK 7, IN ROXANA FIRST ADDITION TO HAMMOND, AS PER

the following described Real Estate located in COUNTY, Indiana, to wit:

herein contained, the Mortagor does hereby MORTGAGE and WARRANT unto the Mortaggee, its successors and assigns,  
advanced to protect the security of this mortgage; and (D) the performance of all covenants and agreements of the Mortagor  
purposes if this mortgage is on the Mortagor's principal dwelling, including a mobile home; (C) the payment of all other sums  
or secured by additional or different collateral, with the exception of any other indebtedness for personal, family or household  
or secondary, or absolute or contingent, and whether or not related to or of the same class as the specific debt herein  
other obligations and liabilities now owing or hereafter incurred by Mortaggee, whether joint or several, primary  
by Mortagge as evidence of or in payment of any indebtedness arising out of said Agreement; (B) any and all  
evidence by said Agreement together with any extensions or renewals thereof, and any other instrument given

NOW THEREFORE, to secure to Mortagge the repayment of (A) any and all indebtedness or liabilities to Mortagge as given  
SUBSEQUENTLY PLACED VERSUS THE MORTGAGE PROPERTY.  
WHETHER SAID LOANS AND ADVANCES ARE MADE PRIOR TO OR AFTER ANY SUCH LIEN WHICH MAY BE  
MORTGAGE, PLUS ACCRUED INTEREST, COSTS OF COLLECTION, AND A REASONABLE ATTORNEY'S FEE,  
TO THE MORTGAGOR OR ON BEHALF OF THE MORTGAGOR PURSUANT TO SAID AGREEMENT AND THIS  
THE MORTGAGEE'S INTENTION TO ASSERT A PRIORITY OVER ALL ADVANCES MADE BY THE MORTGAGEE  
TO GIVE NOTICE TO ALL THIRD PARTIES DEALING WITH THE MORTGAGE OR THE MORTGAGED PROPERTY OF  
THAT IT IS THE PURPOSE OF THE MORTGAGE BY THIS CLAUSE, AND THE RECORDING OF THIS MORTGAGE,

**3. INSURANCE.** Mortgagor shall keep all buildings and improvements now existing or here after erected or situated on the Property insured against fire, lightning, windstorm, vandalism, malicious damages, and any such other hazards included with the term "extended coverage", together with such other hazards, liabilities and contingencies in such amounts and for such periods as Mortgagee may from time to time reasonably require. Mortgagor shall keep all buildings and improvements insured against loss by damage by flood if the Property is located in a Flood Hazard Zone. Mortgagor shall obtain premises liability insurance with respect to the Property in an amount acceptable to the Mortgagee.

All said insurance policies and renewals thereof shall be issued by carriers satisfactory to the Mortgagee, and shall include a standard mortgage clause, loss payee clause or endorsement in favor of the Mortgagee and in form and substance acceptable to the mortgagee. Each said policy shall not be cancellable by the insurance company without at least thirty (30) days prior written notice to the Mortgagee. Any such insurance policy shall be in a sum sufficient to pay in full the cost of repairing and replacing the buildings and improvements on the Property and in no event shall be less than the maximum amount that the Mortgagee is obligated to loan to the Mortgagor pursuant to said Agreement secured hereby. The Mortgagee shall deliver the original of any such policy to the Mortgagor to be held by it. The Mortgagor shall promptly furnish to Mortgagee, on request, all renewal notices and receipts for paid premiums. At least thirty (30) days prior to the expiration date of any such policy, Mortgagor shall deliver to Mortgagee any such renewal policy.

In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee. Mortgagor authorizes and empowers Mortgagee as attorney-in-fact for Mortgagor to adjust and compromise any claim under any such insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, to endorse and deposit any insurance checks or drafts payable to Mortgagor, and to deduct therefrom Mortgagee's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 3 shall require Mortgagee to incur any expense to take action hereunder, nor prevent the Mortgagee from asserting any independent claim or action versus any such insurance carrier in its own name.

The insurance proceeds after the deduction of the Mortgagee's expenses incurred in collecting the same, shall be applied to the payment of the sums secured by this Instrument, whether or not then due with the balance, if any, to Mortgagor. Any such application of the proceeds shall not extend or postpone the due dates of the payments or change the amounts of such installments provided by said Agreement. If the Property is sold pursuant to paragraph 12 hereof or if Mortgagee acquires title to the Property, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

**4. PRESERVATION AND MAINTENANCE OF PROPERTY.** Mortgagor (a) shall not commit waste or permit impairment or deterioration of the Property, make any material alterations therein, nor demolish or remove the same, (b) shall not abandon the Property, (c) shall keep the Property including improvements thereon in good condition and repair, (d) shall not mortgage or otherwise encumber nor allow any judgement liens, tax liens or mechanics liens to be imposed against the Property, (e) shall promptly pay when due any indebtedness which may be secured by any other mortgage, lien or charge on the Property, (f) shall comply with all laws, ordinances, regulations, codes and requirements of any governmental body applicable to the Property, (g) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Property, the security of this Instrument or the rights or powers of Mortgagee.

**5. USE OF PROPERTY.** Unless required by applicable law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this Instrument was executed. Mortgagor shall not initiate or acquiesce to a change in the zoning classification of the Property without Mortgagee's prior written consent.

**6. PROTECTION OF MORTGAGEE'S SECURITY.** If Mortgagor fails to perform any of the covenants and agreements contained in this Instrument or in the Note, Agreement, or any Security Agreement, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Mortgagee therein, then Mortgagee at Mortgagee's option may disburse such sums, may make such appearances and take such action as Mortgagee deems necessary, in its sole discretion, to protect Mortgagee's interest.

Any amounts disbursed by Mortgagee pursuant to this Paragraph 6 shall become an additional indebtedness of Mortgagor secured by this Instrument. Such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Agreement. Mortgagor hereby covenants and agrees that Mortgagee shall be subrogated to the rights of the holder of any lien so discharged, in whole or in part, by the Mortgagee. Nothing contained in this paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder. If Mortgagee makes any payment authorized by this paragraph 6, including but not limited to, taxes, assessments, charges, liens security interests or insurance premiums, Mortgagee may do so according to any notice, bill, statement or estimate received from the appropriate party without inquiry into the accuracy or validity of such notice, bill, statement or estimate. The payment of any such sums by the Mortgagor shall not be deemed a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Instrument and declare this Instrument in default, and failure to so act shall not be considered as a waiver of any right accruing to Mortgagee on account of any default hereunder on the part of the Mortgagor.

the word "Mortgagor" as used herein shall include all persons executing this mortgage and mean the singular or regular use of any gender shall be applicable to all genders; (ii) Any foreclosure by Mortgagor shall not be a waiver of or preclude exercising any right or remedy hereunder or otherwise, afforded by applicable law or equity, shall not be a waiver of or preclude in 13. MISCELLANEOUS:

The Mortgagor shall also be entitled to collect all costs and expenses, including but not limited to, reasonable attorney's fees, incurred by Mortgagor in connection with (A) any proceeding, without limitation, probate, bankruptcy, receivership or proceedings to which the Mortgage may be a party, either as plaintiff, claimant or defendant by reason of this instrument or any indebtedness secured hereby; (B) preparation of the commencement of the suit for foreclosure of this instrument after accrual of the right to foreclose whether or not actually commenced; or (C) the defense of this mortgage in any proceeding by any other lien holder. All costs, expenses and attorney's fees when incurred or paid by Mortgagor shall become instituted by Mortgagor at the rate stated in said Agreement.

fees, incurred by Mortgagor of any other obligation secured by this mortgage, without limitation, probate, bankruptcy, receivership or proceedings to which the Mortgage may be a party, including but not limited to, attorney's fees, appraisal fees, expert witness fees, costs of court reporters, travel expenses, costs of documentary filing to, attorney's fees, appraisal fees, expert witness fees, costs of court reporters, travel expenses, costs of documentary filing herein. Mortgagor shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not foreclosed this instrument by judicial proceedings and may invoke any other remedies permitted by applicable law or provided may declare all of the sums secured by this instrument to be immediately due and payable without further demand and may Agreements secured hereby, or in the Note or any one of the events or conditions defined as an Event of Default in the instrument, or the default by Mortgagor of any one of the events or conditions to pay when due any sums secured by this instrument of Mortgagor in this instrument, including but not limited to, the covenants to pay when due any sums secured by attorney's fees, incurred by Mortgagor in connection with (A) any proceeding, without limitation, probate, bankruptcy, receivership or proceedings to which the Mortgage may be a party, including but not limited to, reasonable attorney's fees, incurred by Mortgagor at the rate stated in said Agreement.

12. DEFAULT:ACCELERATION:REMEDIES. Upon Mortgagor's default of any covenant, warranty, condition or agreee- ment of Mortgagor has been violated, all indebtedness which is secured by this instrument with such indebtedness which constitutes interest, shall be deemed to be allocated and spread over the statement term of the Agreement and Note. the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which from Mortgagor has been violated, all indebtedness of interest or other charges permitted by the Agreement and purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected be applied by Mortgagor to reduce the principal of the amounts payable to Mortgagor pursuant to such charges as reduced shall any previously paid to Mortgagor in excess of the amount necessary to eliminate such violation. The amounts, if the benefit of such law, such charge is hereby reduced to the extent necessary to the event that any charge provided for in this instrument or Note whether considered separately or together with other any charge provided for in this instrument or Note whether considered separately or together with other applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor is interpreted so that end the provisions of this instrument and the Note are declared to be severable. In the event that any provision of this instrument or the Note which can be given effect without the conflicting provisions, and to this that any provision of this instrument or Note which can be given effect without the conflicting provisions, and to other may elect to have those provisions of this instrument enforced in accordance with the laws of the United States, in the event superseding the Mortgage is permitted to have or enforce certain provisions in this instrument then in that event the Mortgage Indiana except where the Mortgage is governed by the laws of the State of Indiana or promulgated by an agency supervising the Mortgage shall be governed and enforced by the laws of the State of Indiana.

11. GOVERNING LAW: SEVERABILITY. This instrument shall be governed and enforced by the laws of the State of only and are not to be used to interpret or define the provisions hereof. The captions and headings of the paragraphs of this instrument are for convenience contractors as authorized by Mortgagor. The captions and headings of the paragraphs of this instrument are for convenience hereunder or taking any actions provided for herein, Mortgagor may act through its employees, agents or independent successors and assigns. All covenants and agreements of Mortgagor shall be joint and several. In exercising any rights of Paragraph 10 hereof, and the rights and privileges of the Mortgage shall inure to the benefit of its payee, holders, and agreements herein contained shall bind the respective successors and assigns of Mortgagor, subject to the provisions of Paragraph 10 hereof, unless otherwise directed by Mortgagor, to commence, appear in and prosecute, in Mortgagor's name, any action or proceeding relating to any condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagor.

9. TRANSFERS. Mortgagor shall not sell or transfer all or any part of said Property, grant an option to purchase the same, lease the Property, sell the same by contract, transfer occupancy or possession of the Property, nor sell or assign any beneficial interest or power of direction in any land trust which holds title to the Property without the prior written consent of the Mortgagor.

8. CONDEMNATION. Mortgagor shall notify Mortgagor of any action or proceeding relating to any condem- nation or other taking, whether direct or indirect, of the Property, or any part thereof, and Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by Mortgagor, to commence, appear in and prosecute, in Mortgagor's name, any action or proceeding relating to any condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagor.

7. INSPECTION. Mortgage may make or cause to be made reasonable entries upon and inspections of the Property at all reasonable times and access thereto shall be permitted for that purpose by the Mortgagor.

.the exercise of any such right or remedy; (iii) Each remedy provided for in this Instrument is distinct and cumulative to all other rights and remedies under this Instrument or afforded by applicable law or equity, and may be exercised concurrently, independently or successively in any order whatsoever; (iv) That no change, amendment or modification of this Instrument shall be valid unless in writing and signed by the Mortgagor and Mortgagee or their respective successors and assigns.

IN WITNESS WHEREOF, Mortgagor has executed this Instrument the date and year set forth above.

Gary M. Gleason  
GARY M. GLEASON

AND

Colleen D. Gleason  
COLLEEN D. GLEASON

STATE OF INDIANA

COUNTY OF LAKE }

SS:

Before me, MARY E. COMERFORD, A Notary Public in and  
for

said county and State, on this 6TH day of JANUARY, A.D., 20 05, personally appeared GARY M. GLEASON AND COLLEEN D. GLEASON

personally known to me to be the  
person(s) who (is) (are) described in and who executed the foregoing mortgage, and acknowledge the same to be (his) (their)  
voluntary act and deed for the uses and purposes therein set forth.

My commission expires: 10-26-2006

Resident of LAKE County.

Notary Public

Printed Name MARY E. COMERFORD

This Instrument prepared by:

LAWRENCE H. STENGEL SR. VICE PRESIDENT



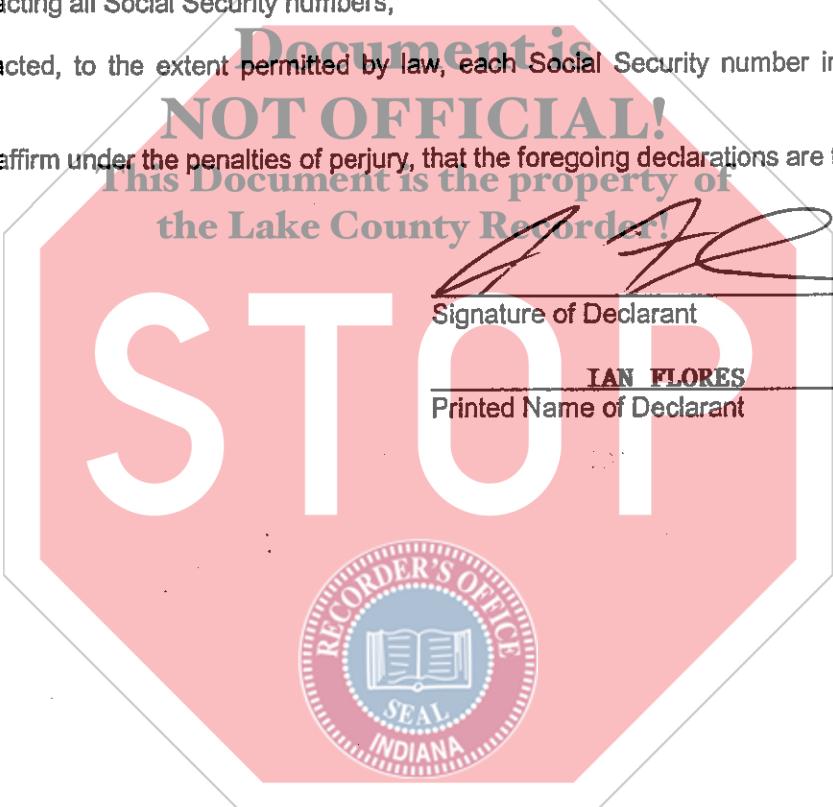
Declaration

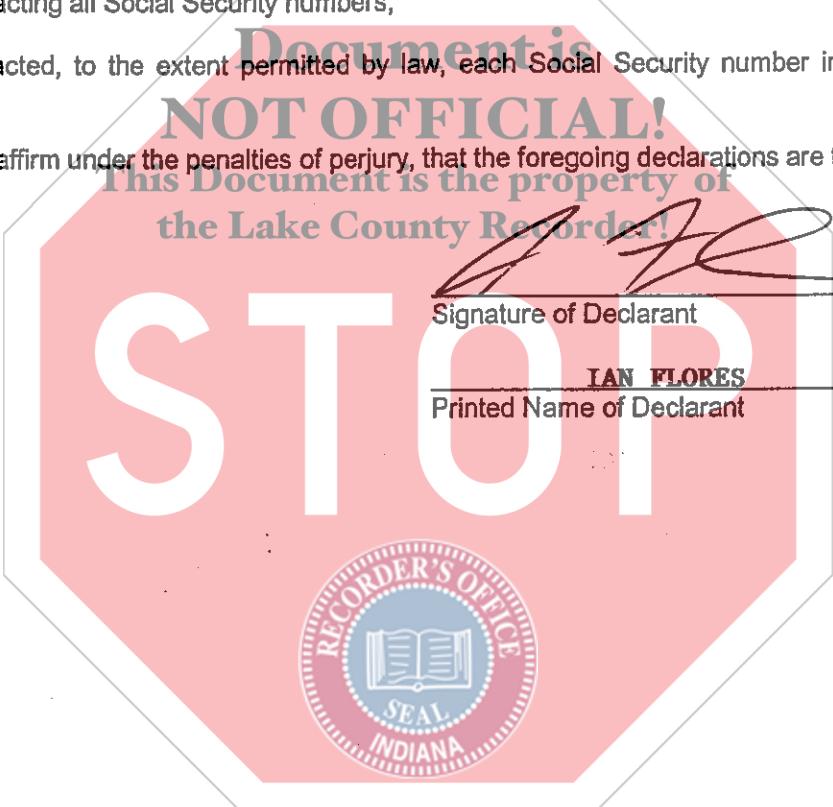
This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

Signature of Declarant

IAN FLORES  
Printed Name of Declarant

