

LAKE COUNTY  
FILED FOR RECORD

2006 015703

2006 FEB 26 AM 9:27

MICHAEL J. CROWN  
RECORDER

Loan #: 21003546129

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE is made this 20th day of February, 2006

, between the Mortgagor,

Robert E Boltz, Joy E Boltz, husband and wife

(herein "Borrower"),

and the Mortgagee,

PEOPLES BANK SB

a corporation organized and existing under the laws of the State of Indiana

, whose address is

9204 COLUMBIA AVE  
MUNSTER, IN 46321

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 25,500.00 which indebtedness is evidenced by Borrower's note dated February 20, 2006 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 24, 2013.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with the 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, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of

, State of Indiana:

South half of Lot 5 and North Quarter of Lot 6 Block 7, in Griffith Land Co's First Addition to Griffith, as per plat thereof, recorded in Plat Book 11 page 36, in the Office of the Recorder of Lake County, Indiana.

STOP



(Page 1 of 6 pages)

GREATLAND ■

To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

INDIANA SECOND MORTGAGE

ITEM 4615L1 (0107)

SOUTHSHORE TITLE LLC  
11055 BROADWAY  
CROWN POINT, IN 46307

\$24  
SS  
CAB

7  
SOUTHSHORE TITLE LLC 990060083-Memo

INDIANA SECOND MORTGAGE

4. Prior Mortgages and Deeds of Trust; Liens, Burdens; Charges; Lenses, Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 1 and 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

application as a credit against the sums secured by this Mortgage.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

secured by this Mortgagee.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents, Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Lender unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the balance for which each debt to the Funds was made. The Funds are pledged as additional security for the same.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premiums for hazard insurance, plus one-twelfth of yearly premiums for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and reasonable estimates hereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

**1. Payment of Principal and Interest.** Borrower shall promptly pay the principal and interest indebtedness evidenced by the Note and all other charges as provided in the Note.

Borrower covenants that Borrower is lawfully seized of title thereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**TOGETHER** with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as "Property."

which has the address of  
310 N. GRIFFITH BLVD

which has the address of

**5. Hazard 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 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. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

**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 which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of 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. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** 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.

**9. 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. 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.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** 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 delivering it or by mailing such notice by certified mail addressed to

#### INDIANA SECOND MORTGAGE

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Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to the extent provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of and manage the Property

19. Assignment of Rents; Appointment of Receiver. As additional security, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 17 hereof or abandonment

18. Borrower's Right to Remodel. Notwithstanding Lender's right to have any proceedings begun by Lender to enforce this Mortgage due discontined at any time prior to entry of a judgment enforing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforeing the covenants and agreements of Borrower contained in this Mortgage; (d) Borrower takes such action as provided in paragraph 17 hereof, including, but not limited to, reasonable attorney's fees; and (e) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

documentary evidence, abstracts and title reports.

17. 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 give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 after preceeding, and sale of the property. The notice shall further inform Borrower of the right to accelerate and sell of the property. The notice shall inform Borrower of the right to accelerate after preceeding, and the right to assert in the foreclosure proceeding the nonexhaustence 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 payable without further demand and may foreclose on this Mortgage by judicial proceeding. Lender shall be entitled to collect in full all expenses of foreclosure, including, but not limited to, reasonable attorney fees, and costs of such proceeding.

16. 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 Mortgage, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by general law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

15. **Rhabilitation Loan Agreement:** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, repeat, or other loan agreement which Borrower enters into with Lennder. Lennder, at Lennder's option, may require improvement, repair, or other loan agreement which Borrower enters into with Lennder, in a form acceptable to Lennder, to execute and deliver to Lennder, in a form acceptable to Lennder, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Borrower's Copy. Borrower shall be furnished a conforming copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision of this Mortgage or the Note is held to be illegal or unenforceable, such provision shall be severed from the rest of this Mortgage and the Note and the Note will then be declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees," include all sums to the extent not prohibited by applicable law or limited herein.

borrower or in the property address of an such other address as Borrower may designate by notice to Lender as provided herein;

and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collections of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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

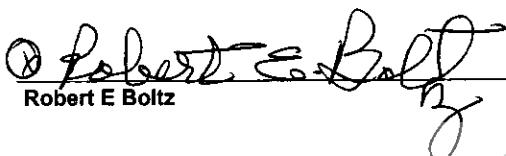
**21. Waiver of Valuation and Appraisement.** Borrower hereby waives all right of valuation and appraisement.

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

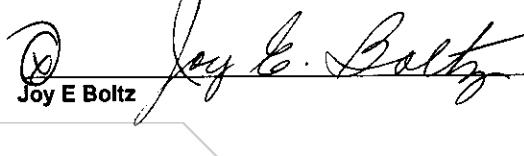
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

**YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONTRACT AND RETURN IT TO THE SELLER/LENDER.**

IN WITNESS WHEREOF, Borrower has executed and acknowledges receipt of pages 1 through 6 of this Mortgage.

  
Robert E Boltz

(Seal)  
-Borrower

  
Joy E Boltz

(Seal)  
-Borrower

**Document is  
NOT OFFICIAL!**

(Seal)  
-Borrower

(Seal)  
-Borrower

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

(Seal)  
-Borrower

(Seal)  
-Borrower

**STOP**



Witness:

Witness:

**INDIANA SECOND MORTGAGE**

ITEM 4615L5 (0107)

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GREATLAND ■

To Order Call: 1-800-530-9393 □ Fax: 618-791-1131

INDIANA SECOND MORTGAGE

MUNSTER, IN 46321  
9204 COLUMBIA AVE  
PEOPLES BANK SB

After Recording Return To: PEOPLES BANK SB

This instrument was prepared by: NANCY VILLARS, CONSUMER LOAN PROCESSOR  
Name: [Name]  
County of residence: Lake  
My commission expires: 11/02/2011

**Document is  
NOT OFFICIAL!**

Notary Public

(name[s] of signer[s])

(a Notary Public) this 20th day of

February, 2006

Before me, Rachel Lentz

County of Lake

State of Indiana

acknowledged the execution of the annexed mortgage.



**STOP**

Prescribed by the  
State Board of Accounts  
(2005)

County form 170

Declaration

**Document is**

**NOT OFFICIAL!**

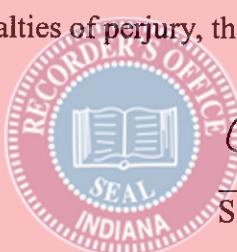
This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

**This Document is the property of**

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 number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

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



*Nancy L Villars*  
Signature of Declarant

*Nancy L Villars*  
Printed Name of Declarant