STATE OF INDIAMA
LAKE COUNTY FILED FOR RECORD

2006 018299

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MICHAEL A. BROWN RECORDER

## Document is

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

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THIS MORTGAGE ("Security Instrument") is given on February 16, 2006 the Lake County Recor

The mortgagor is

HARJIT SAHI AND HARBHAJAN SAHL, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to HOME EQUITY OF AMERICA, INC. which is organized and existing under the laws of OHIO

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

("Lender").

Borrower owes Lender the principal sum of Two Hundred Six Thousand AND 00/100

Dollars (U.S. 206,000.00 ). 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 02/16/26.

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 nerein 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 described property located in the County of LAKE , State of INDIANA , to wit (herein, the "Real Estate"):

SEE ATTACHED EXHIBIT "A"

which has the address of 1217 CAMBRIDGE LANE SCHERERVILLE, IN 46375-0000 ("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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COVENANTS. Borrower and Lender covenant and agree as follows:

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Progress of Principal and Interest. Borrower stall promptly pay when due the principal and the interest on the Indicatonal covidence by the Joan Documents, any extension or research Servorf, prepayment and late charges as provided in the Loan Documents, any extension or research of the providence of the p

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 regulation 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 subtorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, streaments, 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 common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, 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 of vicinion, 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 indemnity, defend and hold Lender, narmiess from any and all costs, lossers and expenses (including, without intrastion attoriesy's feety relating to any buryonmental Laws or Borrower's oreach of any of the foregoing representation or warranties. The provisions of this ltem 7 will survive the release or satisfaction of this Mortage, or the foregoing representation or warranties. The provisions of this l

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 postpone the due date of any installment payments referred to in Item I hereof or change the amount of such installments.

11. Borrower Not Released. 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 approved by Lender 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 any successor or refuse time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

12. Forbearance By Lender Not A Waiver. 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, 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 and Several Liability; Captions. The covenants and agreements contained nerein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Borrower and Lender, subject to headings of the Items of this Mortgage are for

or registered mail, return receipt requested, to Lender's address stated nergy of usual other address as Lender may designate by notice to Borrower as provided herein.

16.Governing Law; Severability, This transaction shall be governed by the laws of the State where the Property is located. In the event that any provision or clause of this Mortgage or the Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of either this Mortgage or the Loan Documents which can be given effect without the conflicting provision, and in this regard, the provisions of this Mortgage and the Loan Documents are declared severable.

17. Transfer of the Property and Interest Therein. If all or any part of the Property or an interest therein is sold, transferred, encumbered or otherwise conveyed by Borrower, without Lender's prior written consent, or if any contract to do any of the same is entered into by Borrower without Lender's prior written consent, excluding a transfer by devise, descent or, by option, either declare all the sums secured by this Mortgage to be immediately due and payable, or may consent to said conveyance in writing and may increase the interest rate of Indebtedness and/or impose whatever conditions it may deem necessary to compensate it for the increased risk. Lender shall have waived such option to accelerate if, prior to the conveyance, Lender and the part of the increased risk. Lender shall have waived such option to accelerate if, prior to the conveyance, Lender and the and that the interest payable on the sum secured by this Mortgage shall be at such rate as Lender shall request, If Lender has waived accepted in writing by Lender, Lender may, in its discretion, release Borrower from all obligations under this Mortgage and the Loan Documents, and any such decision to release or not to release Borrower shall be evidenced by said written assumption agreement.

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If Borrower nerein is other than an individual or individuals acting on their own benalf, 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 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 filing 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 increafter, the institution of any proceeding to enforce the lien or charge upon the Property or any part thereof, the filing 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. The sums secured hereby shall bear interest at the highest rate permitted to be charged

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 Defauit, 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 Defauit. 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 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 promissory notes stating that such 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 Indebtedness plus \$0.

23. Rental of Property Restricted. Borrower shall not make, or suffer to be made, any lease of the Property or any part

amount of the Indebtedness plus \$0.

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.

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 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 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 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 Notwithstanding the above, no debt or other liability, as described above shall be secured by the within Mortgage, if it

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

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 deliver 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 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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28. Flood Insurance. If any part of any of the Property lies within a "special flood hazard area" as defined and specified by the United States Department of Housing and Urban Development pursuant to the Flood Disaster Protection Act of 1973 as now in effect; Borrower shall (i) promptly purchase and pay the premiums for flood insurance policies as Lender deems required so that Lender shall be deemed in compliance with the rules and regulations and provisions of the Flood Disaster Protection Act of 1973 as then in effect: and (ii) deliver such policies to Lender together with evidence satisfactory to Lender that the premiums therefor have been paid. Such policies of flood insurance shall be in a form satisfactory to Lender, shall name Lender as an insured thereunder, shall provide that losses thereunder be payable to Lender pursuant to such forms of loss payable clause as Lender may approve, shall be for an amount at least equal to the Indebtedness or the maximum limit of coverage made available with respect to any of the Property under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall be noncancelable as to Lender except upon thirty (30) days prior written notice given by the insurer to Lender. Within thirty (30) days prior to the expiration date of each such flood insurance policy, Borrower shall deliver to Lender a renewal policy or endorsement together with evidence 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 OUT OF THIS MORTGAGE OR THE TRANSACTION CONTEMPLATED HEREBY.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security 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: (Seal) HARJIT SAHI (Seal) (Seal) HARBHAJAN SAHL (Seal) STATE OF INDIANA. COUNTY On this 16th DAY OF February, 2006, before me, a Notary Public in and for said County and State, personally appeared HARJIT SAHI ANDHARBHAJAN SAHL, HUSBAND AND WIFE the individual(s) who executed the foregoing instrument and acknowledged that HE/SHE did examine and read the same and 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) This instrument was prepared by: MARGARET J. FOSTER BEV MECKLENBORG Notary Public, Ionia County, MI

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

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My Commission Expires Oct. 11, 2007

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## Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

File No. S05-11131A

**EXHIBIT "A"** 

Lot 119, Stonebridge Estates, Phase Three, an Addition to the Town of Schererville, as per plat thereof, recorded in Plat Book 92, Page 23, in the Office of the Recorder, Lake County, Indiana. Lake County Records.

More commonly known as 1217 Cambridge Lane, Schererville, Indiana, 46375

## 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 review 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.



C170 (01/06)