

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

54/83V
2006 019393

2006 MAR -9 AM 8:37

OLNACS # 10856711
MICHAEL A. BROWN
RECORDED 

Mortgage

(This Mortgage Secures Future Advances)

SWEP

THIS MORTGAGE is made on 02/23/2006.

The name(s) and address(es) of the Mortgagor(s) (are) JAMES J SUTKOWSKI AND MARTHA J SUTKOWSKI, TRUSTEES OF THE JAMES J SUTKOWSKI AND MARTHA J SUTKOWSKI REVOCABLE FAMILY TRUST DATED DECEMBER 15, 2003
If there is more than one, the word "Mortgagor" refers to each and all of them.
The name and address of the Mortgagee (Lender) are PNC Bank, National Association
The word "Borrower" means JAMES J SUTKOWSKI, MARTHA J SUTKOWSKI.
If there is more than one, the word "Borrower" refers to each and all of them.

Mortgagee has granted to Borrower a home equity line of credit, providing for a Maximum Credit Limit (that is, a maximum amount of indebtedness) of Fifty Thousand Dollars And Zero Cents (U.S. \$ 50,000.00), under the terms of Borrower's written agreement (referred to herein as the "Agreement"), dated 02/23/2006, under which amounts are payable and due on or before 02/28/2036. Mortgagee is obligated, under terms set forth in the Agreement, to make future advances during the Draw Period of the Account. Mortgagee is not obligated to make advances which would cause the principal balance outstanding to exceed the Maximum Credit Limit and is not obligated to make advances after the Account is terminated or during periods when further extensions of credit are prohibited or suspended as provided in the Agreement. By the Agreement, Borrower has agreed to repay the advances in monthly installments with interest.

This Mortgage secures to Mortgagee: (a) the principal amount of the debt evidenced by the Agreement, as amended, supplemented or modified from time to time, the repayment of all future advances, obligations and indebtedness of Borrower under the Agreement up to the Maximum Credit Limit and all future modifications, extensions and renewals thereof and the Mortgage shall be valid and have priority to the extent of the Maximum Credit Limit over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law, to the same extent as if such future advances, modifications, extensions and renewals existed on the date of the Mortgage; (b) the repayment of interest and other charges as provided in the Agreement; (c) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred to protect the security of this Mortgage; (d) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses, if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; (e) payment of any refinancing, substitution, extension, modification, and/or renewal of any of the indebtedness and other amounts mentioned in subparagraphs (b), (c) and (d) of this paragraph; (f) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Agreement; and (g) the repayment of the debt evidenced by any agreement which was replaced by the Agreement, to the extent that such debt is owed to Mortgagee and has not been paid. For this purpose, Mortgagor does hereby mortgage, warrant, grant and convey the Mortgagee the following described property, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at and known as:

SEE ATTACHED EXHIBIT

The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if the Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest and all other sums and perform all covenants and agreements secured hereby, and if Borrower has no further right to obtain advances of credit under the Agreement, then and from thenceforth, as well, this present Mortgage and the estate hereby granted and conveyed by it shall cease, determine and become void and of no effect, notwithstanding anything to the contrary in this Mortgage.

Warranty of Title. Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

Default. Mortgagor will be in default under this Mortgage upon a default under the terms of the Agreement.

Mortgagee's Remedies. Unless prohibited by law, if Mortgagor is in default under this Mortgage, Mortgagee may, at its option, after notice required by law, if any, declare due and payable the entire unpaid balance of the sums which are secured by this Mortgage and owing under the Agreement. If Mortgagee so declares such entire balance due and payable, Mortgagee may take possession of the Property, collect any and all rents, apply said rents to the indebtedness secured by this Mortgage, foreclose the Mortgage, or take other action upon the Mortgage as permitted or provided by law to collect the balance owing.

Waiver of Valuation and Appraisal. Mortgagor waives all rights of valuation and appraisal laws.

Remedies Cumulative. If any circumstance exists which would permit Mortgagee to accelerate the balance, Mortgagee may take such action at any time during which such circumstance continues to exist. Mortgagee's remedies under this Mortgage shall be cumulative and not alternative.

Benefit and Burden. The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together.

Delay in Enforcement. Mortgagee can delay in enforcing any of its rights under this Mortgage or the Agreement without losing that right. Any waiver by Mortgagee of any provision of this Mortgage or the Agreement will not be a waiver of the same or any other provision on any other occasion.

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Assignment. Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

Severability. If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Mortgage.

WITNESS the signing of this Mortgage on the date set forth above, intending to be legally bound.

Mortgagor James J. Sutkowski, Trustee Mortgagee Martha J. Sutkowski, Trustee
Type or print name: JAMES J SUTKOWSKI, TRUSTEE Type or print name: MARTHA J. SUTKOWSKI, TRUSTEE

STATE OF INDIANA)
) SS:
COUNTY OF Lake)

Before me, a Notary Public in and for said County and State, personally appeared JAMES J SUTKOWSKI, TRUSTEE AND MARTHA J SUTKOWSKI, TRUSTEE who acknowledged the execution of the foregoing mortgage.

WITNESS my hand and Notarial Seal this 24 day of FEB, 2006.

MARY JOAM PISZCZEK
Notary Public State of Indiana
Lake County
My Commission Exp. July 9, 2007

Signature Mary Joam Piszczek
Printed Mary Joam Piszczek
NOTARY PUBLIC

Residing in LAKE County, Indiana.

My commission expires:
07/09/2007

This instrument was prepared by: D. Pannette
D. Pannette

~~PNC Bank, N.A.
2750 Liberty Avenue
Pittsburgh, PA 15222~~
PNC Bank, N.A.
2730 Liberty Avenue
Pittsburgh, PA 15222



Mail to:
PNC Bank
Consumer Loan Center
Collateral Control
2730 Liberty Avenue
Pittsburgh, PA 15222

From
To
PNC Bank

Mortgage
(This Mortgage Secures
Future Advances)

Recorded _____
Number _____

EXHIBIT "A" LEGAL DESCRIPTION

010856711

PARCEL:15-26-0172-0005

THE EAST HALF OF LOT 5, BLOCK 6, REDIVISION OF BLOCKS 6 AND 7, IN JANSEN'S OAK GROVE ADDITION TO GRIFFITH, AS SHOWN IN PLAT BOOK 24, PAGE 32 IN LAKE COUNTY, INDIANA.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2003132515, OF THE LAKE COUNTY, INDIANA RECORDS.



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 36-2-7.5-5, 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.

