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LAKE COUNTY
FILED FOR RECORD

2006 022631

2006 MAR 20 AM 9:09

MICHAEL R FIES
TRACY A FIES

Loan #: 21003546205

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE is made this **11th** day of **March, 2006**, between the Mortgagor,
MICHAEL R FIES AND TRACY A FIES, 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

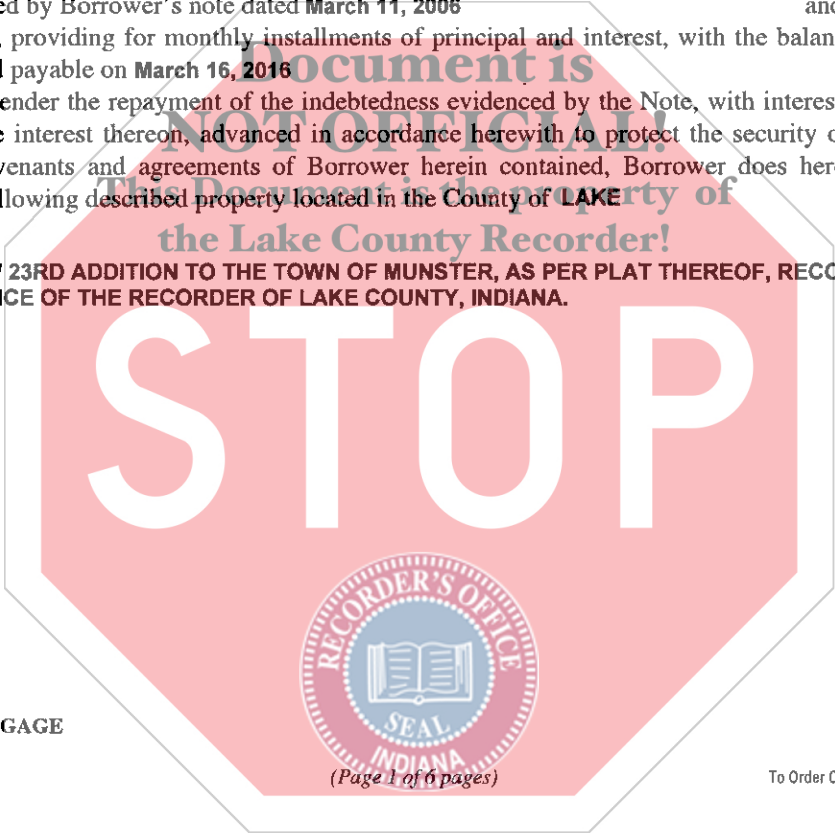
**9204 COLUMBIA AVE
MUNSTER, IN 46321**

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ **22,785.00**, which indebtedness is evidenced by Borrower's note dated **March 11, 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 **March 16, 2016**.

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 **LAKE**, State of Indiana:

LOT 30 IN FAIRMEADOW 23RD ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 45 PAGE 21, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



SOUTHSHORE TITLE LLC 990060187 - memo

INDIANA SECOND MORTGAGE

ITEM 4615L1 (0107)

**SOUTHSHORE TITLE LLC
11055 BROADWAY
CROWN POINT, IN 46307**

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

24-DG
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INDIANA SECOND MORTGAGE

payments or ground rents, if any. charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower application as a credit against the sums secured by this Mortgage.

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 Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by any amount necessary to make up the deficiency in one or more payments as Lender may require.

not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, due dates of taxes, assessments, insurance premiums and ground rents, together with the future monthly installments of Funds payable prior to the If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the secured by this Mortgage.

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

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

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

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 TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances

which has the address of

9501 WALNUT DRIVE

[Street]

46321

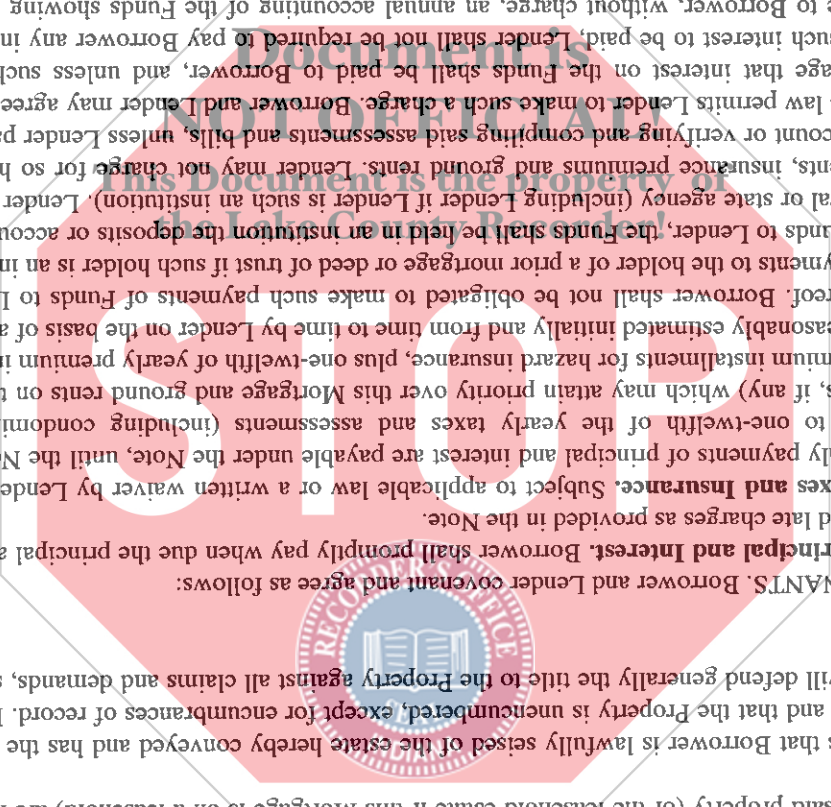
[Zip Code]

, Indiana

MUNSTER

(herein "Property Address").

20020828002



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

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 Appraisal.** Borrower hereby waives all right of valuation and appraisal.

**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.

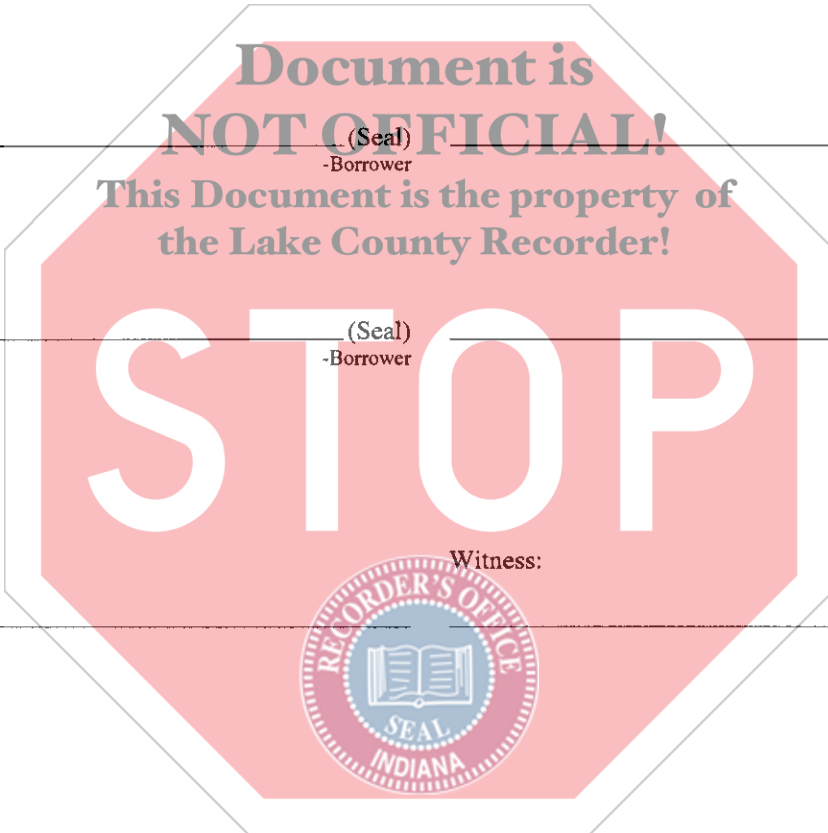
IN WITNESS WHEREOF, Borrower has executed and acknowledges receipt of pages 1 through 6 of this Mortgage.

Michael R. Fies
MICHAEL R FIES

(Seal)
-Borrower

Tracy A Fies
TRACY A FIES

(Seal)
-Borrower



(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

Witness:

INDIANA SECOND MORTGAGE

After Recording Return To: PEOPLES BANK SB
9204 COLUMBIA AVE
MUNSTER, IN 46321

This instrument was prepared by: JANE BRIDGMAN, CONSUMER LOAN PROCESSOR
[Name]

Document is NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!
My commission expires: 07/13/2012
County of residence: LAKE

JEREMY AARON GORELICK
Notary Public



MICHAEL R FIES AND TRACY A FIES, HUSBAND AND WIFE
acknowledged the execution of the annexed mortgage.
(name[s] of signer[s])

Before me, JEREMY AARON GORELICK
County of LAKE
State of Indiana
March, 2006
(a Notary Public) this 11th day of



Prescribed by the
State Board of Accounts
(2005)

County form 170

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 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.



Jane Bridgman
Signature of Declarant

JANE BRIDGMAN
Printed Name of Declarant