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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDS

2006 JUN -5 AM 8:44

MICHAEL A. BROWN
RECORDER

OPEN-END MORTGAGE



RYBICKI JR, JOHN

Record and Return To:
Fiserv Lending Solutions
27 Inwood Rd
Rocky Hill, CT 06067

For Bank Use Only: First Repayment Period Date: **060121**
Draw Period Ends: **033121** Final Maturity Date: **051836**

Date: **May 19, 2006**

Parties: In this Mortgage the words "you" and "your" mean **Webster Bank, N.A.**, the Mortgagee, with its principal offices at **Webster Plaza, 145 Bank Street, Waterbury, CT 06702.**

The words "I", "me", "my", "our", "we" and "us" means a Borrower(s) and anyone who signs this Mortgage as a Mortgagor. The term "Agreement" means the Home Equity Consumer Revolving Loan Agreement and Disclosure Statement dated **May 19, 2006**

LOAN INFORMATION:

Name(s) of Mortgagor(s):

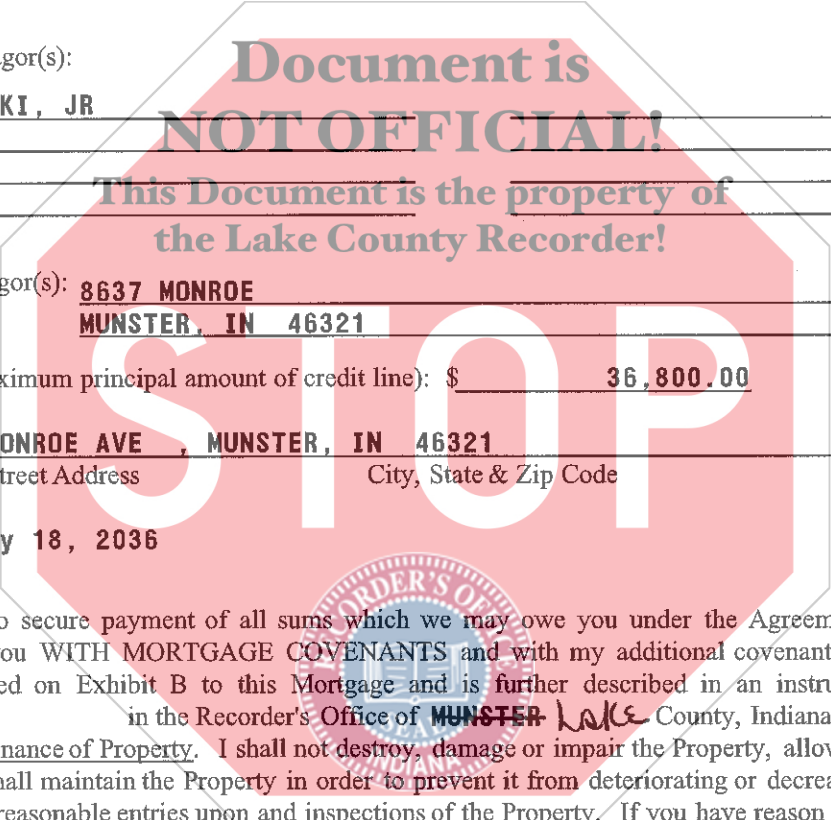
JOHN J. RYBICKI, JR

Address of Mortgagor(s): **8637 MONROE
MUNSTER, IN 46321**

Loan Amount (Maximum principal amount of credit line): \$ **36,800.00**

Property: **8637 MONROE AVE, MUNSTER, IN 46321**
Street Address City, State & Zip Code

Maturity Date: **May 18, 2036**



- Grant of Mortgage. To secure payment of all sums which we may owe you under the Agreement and this Mortgage, we mortgage and warrant to you WITH MORTGAGE COVENANTS and with my additional covenants hereinafter contained, the Property which is described on Exhibit B to this Mortgage and is further described in an instrument recorded in Volume at Page in the Recorder's Office of ~~MUNSTER~~ **LAKE** County, Indiana.
- Preservation and Maintenance of Property. I shall not destroy, damage or impair the Property, allow it to deteriorate or commit waste on the Property. I shall maintain the Property in order to prevent it from deteriorating or decreasing in value because of its condition. You may make reasonable entries upon and inspections of the Property. If you have reason to believe the interior of the Property may be damaged or impaired, you may inspect the interior after reasonable (under the circumstances) notice to me. If I have abandoned or left the property vacant you may do and pay for whatever is reasonable or appropriate to protect your interest in the Property by securing the Property, including, but not limited to changing locks, boarding windows, draining pipes, turning off utilities and eliminating building or other code violations. You may also protect the priority of this Mortgage and your interest in the Property, including paying any sums secured by a lien that has priority over this Mortgage, appearing in court (including bankruptcy hearings and court) and paying reasonable attorney's fees incurred in such efforts. Any sums so expended shall become additional debt secured by this Mortgage and shall bear interest at the rate (or applicable variable rate) as set forth in the Agreement.
- Condominium Restrictions. If the Property is a Condominium Unit, I must follow the requirements of the declaration, regulations, by-laws and any other documents that created or govern the Condominium Project. Without first obtaining your written approval, I cannot act or vote in favor of any effort to transfer the ownership of the common areas or against the repair or restoration of any part of the condominium project that is damaged or destroyed, or taken by condemnation.
- Insurance. I shall keep all improvements on the Property insured against loss by fire and other risks, in an amount and by such insurers satisfactory to you, and shall maintain this insurance for your benefit and payable to you in case of loss, subject to the rights of any first mortgagee, and I shall not cancel or return any policy except after my redemption of this Mortgage. I can obtain this required property insurance (including any required flood insurance) from anyone I want provided the insurer is satisfactory to you.
- Charges; Liens. I shall pay all taxes, assessments, water rates, sewer rents, utility charges, and any other charges and liens having priority over the lien of this Mortgage now or hereafter assessed. The Property is subject only to the mortgage(s) which we previously disclosed to you (the "Prior Mortgage(s)"). I shall not commit any act of default under the Prior Mortgage(s).

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6. Protection of Your Security. I shall pay all costs, charges and expenses, including reasonable attorneys' fees, incurred by you in any foreclosure, or in protecting or sustaining the lien of this mortgage, or in any litigation or controversy arising from or connected with the Agreement, upon demand.

7. Binding Effect. The provisions of this Mortgage shall be binding upon and inure to the benefit of our respective heirs, successors, executors, administrators and assigns.

8. Condition of Mortgage. The condition of this Mortgage is such that whereas you and I have entered into a consumer revolving loan agreement (the terms of which are stated in the Agreement) by virtue of which you have agreed to lend me money from time to time in accordance with the terms and conditions of the Agreement provided the outstanding principal balance of all advancements under the Agreement shall not exceed at any time the Loan Amount, and I have agreed to repay all such sums advanced pursuant to the terms of the Agreement with interest, all as is more particularly set forth in the Agreement. If not sooner paid, Borrower must pay all amounts owed under the Agreement on the Maturity Date.

9. Defeasance Clause. Now therefore, if I shall well and truly repay you all sums advanced by you to me or on my behalf pursuant to the terms of the Agreement, with interest, and shall otherwise fully perform all my agreements and obligations under the Agreement, including the Mortgage, then this Mortgage shall be null and void; otherwise this Mortgage shall remain in full force and effect.

10. Due On Sale. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and borrower is not a natural person) without your prior written consent, you may, at your option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by you if exercise is prohibited by federal law as of the date of this Mortgage.

11. Default. If I am in Default under this Mortgage or the Agreement, you may accelerate (require immediate payment in full of all sums due under the Mortgage and the Agreement), without demand or notice. If I do not pay the accelerated sum in full, you will be entitled to all remedies at law and equity, including foreclosure. It will be a default ("Default") if:

- a. The Borrower does not pay the full amount of each payment when it is due or, if this is a secondary Mortgage loan and the Borrower paid a prepaid finance charge, the Borrower does not pay the full amount of each payment within 60 days of the date it is due; or
- b. All or any part of the Property is sold or transferred without your prior written consent; or
- c. I fail to perform any of the material terms and conditions of this Mortgage or any prior Mortgage; or
- d. All the Borrowers who sign the Mortgage die; or
- e. I permit a lien or encumbrance on the property which adversely affects your security for the Agreement; or
- f. Any Borrower engages in fraud or material misrepresentation with respect to the Agreement.

12. Occupancy Clause. I shall occupy, establish and use the Property as my principal residence (or second home, if agreed to by you), **and shall continue to so occupy the property for the term of the Mortgage, unless you otherwise agree in writing.**

13. Future Advances. This Instrument is intended to secure future advances made under the Note and/or Home Equity Consumer Revolving Loan Agreement and Disclosure Statement (the "Loan Agreement") and all modifications, extensions and renewals of the Note, the Loan Agreement or any other Loan Document with the same priority as if made on the date of execution of this Instrument, up to a maximum amount of _____ Dollars (\$ _____), pursuant to Indiana Code § 32-29-1-10. The maximum amount stated in the preceding sentence does not affect or alter the maximum principal amount which Borrower is entitled to borrow under any Loan Document, and may be in excess of such permitted borrowing to cover expenses, accrued interest, costs of collection and the like.

14. Sign Below. By signing below, I agree to all of the terms of this Mortgage and acknowledge that I have received a copy of this Mortgage. Anyone who signs below as "Borrower" but who does not sign the Agreement, is granting you a Mortgage but is not obligated under the Agreement and does not promise to pay the amounts borrowed under the Agreement.

BORROWER

John J. Rybicki, Jr.
JOHN J. RYBICKI, JR
BORROWER

BORROWER

BORROWER

BORROWER

BORROWER

BORROWER

BORROWER

COUNTY OF LAKE

)
) SS: SCHERERVILLE
)

Before me, the undersigned, this 19th day of May, 2006, personally appeared JOHN J. RYBICKI, JR

known to me to be the person whose name is/are subscribed to the foregoing instrument, and acknowledged that he/she/they executed the same for the purposes therein contained as his/hers/their free act and deed.

In Witness Whereof, I hereunto set my hand.



Lin L. Harms

NOTARY PUBLIC

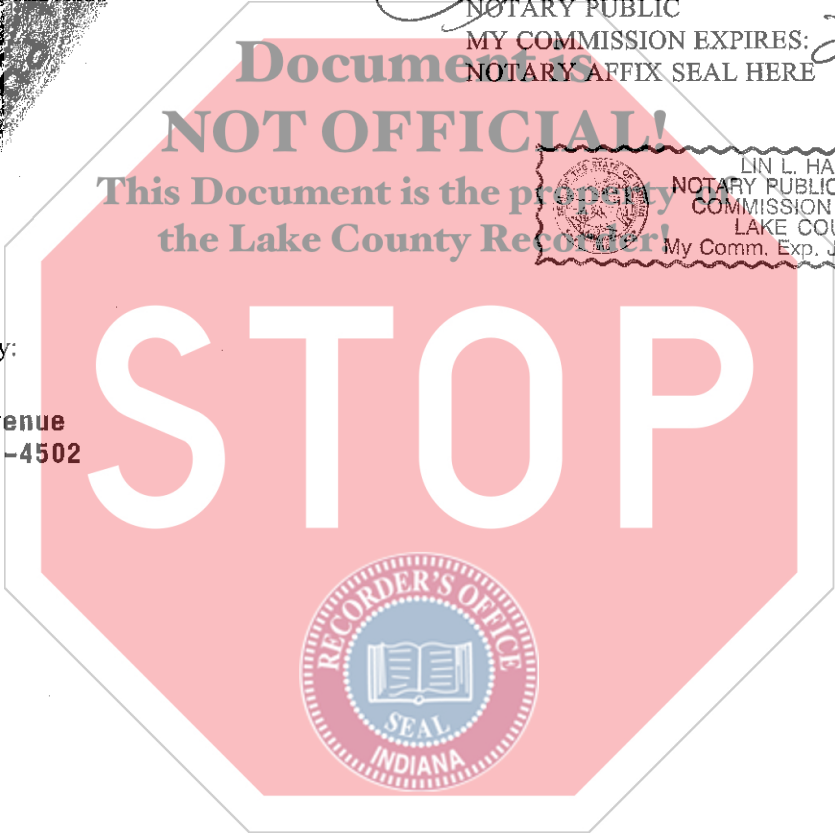
MY COMMISSION EXPIRES: July 22, 2007
NOTARY AFFIX SEAL HERE

Document is
NOT OFFICIAL!

This Document is the property
of the Lake County Recorder's Office

LIN L. HARMS
NOTARY PUBLIC - INDIANA
COMMISSION #459529
LAKE COUNTY
My Comm. Exp. July 22, 2007

This Instrument Prepared by:
Webster Bank, N.A.
609 West Johnson Avenue
Cheshire, CT 06410-4502
203-271-7100



Home Equity Consumer Revolving Loan Agreement and Disclosure Statement (the "Agreement")

For Bank Use Only: First Repayment Period Date: **060121**
 Draw Period Ends: **033121** Final Maturity Date: **051836**

Date: **May 19, 2006**

Town and State of Execution: **SCHERERVILLE,**

Parties: In this Agreement the words "you" and "your" mean **Webster Bank, N.A.,** with its principal offices at **Webster Plaza, 145 Bank Street, Waterbury, CT 06702.** The words "I", "me", "my", "we", "our" and "us" mean the Borrower(s).

PART I - AGREEMENT AND DISCLOSURES

"e" means an estimate

1. Loan Information:

a. Name(s) of Borrower(s):

JOHN J. RYBICKI, JR

b. Loan Amount (Maximum principal amount of credit line): \$ **36,800.00**

c. Property:

8637 MONROE AVENUE, MUNSTER, IN 46321
 Street Address City, State & Zip Code

d. Maturity Date: **May 18, 2036**

e. Billing Cycle: The billing cycle will be a monthly billing cycle for which you will send me a monthly statement whenever I have an outstanding balance.

f. Index:

The Index equals the highest Prime Rate published in The Wall Street Journal and now appears in the "Money Rates" section. If the Index is no longer available you will choose a comparable index to compute the Annual Percentage Rate. (See subsection 16.a.)

g. Margin: **+1.500** percentage points.

h. Annual Percentage Rate:

Our Annual Percentage Rate will equal the Index plus Margin, except as limited in subsection 1.o. The Annual Percentage Rate can change each time the Index changes and will be subject to the limits described below in subsection 1.o.

i. Current Daily Periodic Rate: **.02602** % (Daily Periodic Rate equals the Annual Percentage Rate divided by 365).

j. Current ANNUAL PERCENTAGE RATE: **9.500%** (Current Daily Periodic Rate x 365). This is a Variable Rate plan.

Our Annual Percentage Rate will change in accordance with Section 8 below, subject, however, to the limits described below in subsection 1.o. The Annual Percentage Rate contains only interest and not other costs.

k. Fully Indexed Rates: If checked, the Annual Percentage Rate and Daily Periodic Rate initially are discounted and will not be based on the Index plus Margin until the end of the Introductory Period. The Current ANNUAL PERCENTAGE RATE would be % and the Current Daily Periodic Rate would be % if they were based on the Index plus Margin.

l. Introductory Period: The period from the date of this Agreement until the last day of the monthly billing cycle which ends after **N/A** months from the date of this Agreement.

m. Variable Rate Discount: **N/A** percentage points.

n. Change Date: **N/A**

o. Maximum Annual Percentage Rate: **18%** Minimum Annual Percentage Rate: **3.00** %

p. FINANCE CHARGE: My finance charge is the interest charged on the unpaid principal and also includes:

	Total Fee	Portion Paid by Borrower
Origination Fee	\$	\$
Discount Fee	\$	\$
Lender Inspection	\$	\$
Broker Fee	\$	\$
Administration Fee	\$	\$
Application Fee	\$	\$
Processing Fee	\$	\$
Underwriting Fee	\$	\$
Loan Review Fee	\$	\$
Commitment Fee	\$	\$
Final Inspection Fee	\$	\$
Tax Service Fee	\$	\$
Bank Doc Delivery Fee	\$	\$
Trust Review Fee	\$	\$

2. Consumer Revolving Loan Agreement: This is a consumer revolving loan agreement. You agree to lend me money from time to time up to the Loan Amount during the Draw Period. I may pay back all or part of the money at any time and borrow again. Each of us is fully liable for all amounts borrowed under this Agreement.

My right to borrow may be suspended or limited as provided in Section 12.

This Instrument is intended to secure future advances made under the Note and all modifications, extensions and renewals of the Note or any other Loan Document with the same priority as if made on the date of execution of this Instrument, up to a maximum amount of

Dollars

(\$ _____), pursuant to Indiana Code S 32-29-1-10. The maximum amount stated in the preceding sentence does not affect or alter the maximum principal amount which Borrower is entitled to borrow under any Loan Document, and may be in excess of such permitted borrowing to cover expenses, accrued interest, costs of collection and the like.

3. Promise to Pay: I promise to pay to you or your order all amounts that I borrow hereunder plus the Finance Charge and any other charges set forth hereunder. Payments must be made in person or by mail and sent to **Webster Bank, N.A.**

P.O. Box 1809 Hartford, CT 06144-1809

or to such other place as you may require.

4. Computing the Finance Charge: The Finance Charge begins to accrue on the date I borrow. You figure the Finance Charge on my account by applying the periodic rate to the "Daily Balance" of my account (including current transactions) each day.

To get the Daily Balance, you take the beginning balance of my account each day, add any new advances, and subtract any payments or credits and unpaid Finance Charges. This gives you the Daily Balance. You then multiply the Daily Balance by the Daily Periodic Rate to determine the Finance Charge for each day.

You add up all the Finance Charges for each day in the billing cycle. This gives you the Finance Charge for each monthly billing cycle.

5. Payments:

a. Draw Period. During the Draw Period, the Finance Charge is due upon receipt by me of my monthly billing statement. I promise to pay the Finance Charge for each monthly billing cycle by the due date shown on my monthly billing statement to avoid a late charge. To the total Finance Charge for the billing cycle, there will be added any past due amounts and any late or other charges due. This sum will be my minimum required payment for the billing cycle.

b. Repayment Period. During the Repayment Period, I promise to pay an amount equal to the sum of: (i) 1/180th of the outstanding balance of my Account as of the end of the Draw Period; plus (ii) the accrued Finance Charge for the billing cycle plus past due amounts and any late and other charges. Payments are due upon receipt by me of my monthly billing statement and must be paid by the due date on the monthly billing statement to avoid a late charge. The payment amount may change at the beginning of the Repayment Period to reflect the required repayment of principal. The payment amount may also change every month to reflect the changes in the Annual Percentage Rate as described in Section 8 below.

6. Principal Payments; Application of Payments: I may make principal payments at any time. Any amounts I pay will be applied to (1) payments by you to protect your lien under the **Mortgage**, (2) unpaid late charges, (3) unpaid Finance Charges, and (4) unpaid principal, in that order, or in such other order as you may determine from time to time.

7. Payment on Final Maturity Date: If not sooner paid, I promise to pay all amounts I owe under this Agreement on the Maturity Date stated in subsection 1.d. above.

8. Variable Rate:

a. You will add the Margin to the most recently published Index to determine the Annual Percentage Rate(s) and Daily Periodic Rate(s).

b. Otherwise, during the Draw Period the Daily Periodic Rate, Annual Percentage Rate and monthly payments will increase if the Index increases and will decrease if the Index decreases.

c. Changes in the Daily Periodic Rate and Annual Percentage Rate will take effect whenever the index changes.

d. If checked, during the Introductory Period you will subtract the Variable Rate Discount from the sum of the Index plus Margin to determine the Annual Percentage Rate and Daily Periodic Rate. At the end of the Introductory Period the Annual Percentage Rate and Daily Periodic Rate will also increase unless the Index decreases by more than the amount of the Variable Rate Discount.

e. The Daily Periodic Rate, Annual Percentage Rate and the minimum monthly payment will increase if the Index increases. Starting with the first monthly billing cycle of the Repayment Period the minimum monthly payment will also include principal as well as interest and therefore the minimum monthly payment will increase unless the Index and Annual Percentage Rate decrease substantially.

f. Any change in the monthly payment as a result of changes in the Annual Percentage Rate will become effective with the payment due in the month following the month in which the Annual Percentage Rate changes.

g. All rate changes and the corresponding payment changes are subject to the limits set forth in subsection 1.o. above.

9. Late Charge: If I do not make a payment on or before the due date I will pay you a late charge. The late charge will be five percent (5%) of the payment due or \$10.00, whichever is greater.

10. Default: I will be in default ("Default") if:

a. I do not pay the full amount of each payment when it is due; or

b. All or any part of the Property is sold or transferred without your prior written consent; or

c. I fail to perform any of the material terms and conditions of the **Mortgage** or any prior **Mortgage** ;

or

d. All of the Borrowers who now own the Property die; or

e. I permit a lien or encumbrance on the Property which adversely affects your security for this Agreement or your rights in the security for this Agreement are otherwise impaired; or

f. Any of us engages in fraud or material misrepresentation with respect to this Agreement.

Special Rule for Executive Officers: If I am one of your executive officers and federal law dealing with credit extended to me requires that this account be due and payable on demand, you will have the same rights to terminate my right to borrow and accelerate the balance as if I were in default.

11. Default Remedies; Termination, Acceleration, and Collection of Costs: If I am in Default you may terminate my right to borrow and require me to pay my loan in full at once.

If I am in Default you may also use any remedies permitted by law. I will also pay you any and all collection costs and attorneys' fees.

12. Suspension and Reduction of Loan Amount: You may refuse to lend me more money or you may reduce the Loan Amount if:

- a. I am in Default under this Agreement; or
- b. The Index plus Margin exceeds the Maximum Annual Percentage Rate; or
- c. You reasonably believe that I may be unable to repay you what I owe due to a material change in my financial condition (including, but not limited to, my insolvency or filing for bankruptcy, or attempt by my other creditors to take my money or other property) and you so notify me in writing; or
- d. The value of the Property declines significantly below its appraised value for purposes of this Agreement; or
- e. Government action prevents you from imposing Finance Charges at the Annual Percentage Rate or impairs your

Mortgage so that the value of your **Mortgage** is less than one hundred twenty (120%) percent of the Loan Amount; or

- f. You have been notified by a regulatory agency that continued advances would constitute an unsafe and unsound practice; or
- g. I have breached or I am otherwise in default of any material obligation under this Agreement. Such a breach or default includes but is not limited to the occurrence of an event (including the filing against the Property of another mortgage, deed of trust, other type of security instrument, mechanics' or construction lien, or a judgment lien) which: (A) limits the extent to which the **Mortgage** secures any more money you might lend to me, or (B) limits your title insurance coverage as to any more money you might lend to me.

You will reinstate our right to borrow if we request that you do so and you determine that the condition specified above for terminating our right to borrow no longer exists and you have no other basis for terminating our right to borrow.

You may also refuse to lend me more money or may reduce the Loan Amount if you receive a request from any of us terminating or limiting our right to borrow or you otherwise believe such a request has been made.

13. Access to Account and Use of HECL Checks:

- a. Any one of us may borrow by writing Home Equity Credit Line ("HECL") Checks which you will provide to me. I cannot use a HECL Check to pay amounts I owe you under this Agreement.
- b. I will also pay for: (1) any stop payment request that you honor; (2) a check presented which would cause my Loan Amount to be exceeded; (3) extra copies of any statement which you provide me; and (4) any item returned due to insufficient funds. You will impose service charges equal to those charges imposed by you for your regular checking type accounts for such special services.
You may change any of these fees at any time provided it is the usual and customary fee you impose.
- c. I promise to call you at the telephone number for customer inquiries as soon as I learn that a HECL check has been lost or stolen. I agree that you will not be liable for the unauthorized use of my HECL checks, except as required by law.
- d. You may refuse to honor any HECL Checks: (1) if they are presented to you after the Draw Period; (2) if I am in Default; or (3) as otherwise allowed by law.
- e. You are not obligated to honor my requests or orders to stop payment on any HECL Checks except as required by applicable law.

To request a stop payment on a check, I must either: (1) call you at 860-325-2424; or (2) write to you at Webster Bank, 609 West Johnson Avenue, Cheshire, Connecticut 06410, Attention: Home Equity Check Processing. In either case I must provide you with my Account number and the number, exact amount and person to whom the HECL Check was payable.

My stop payment request will not be effective if you paid the HECL Check before you had a reasonable opportunity to act upon my stop payment request or I did not provide you with enough information to enable you to stop payment.

Any oral stop payment request is valid for only 14 days, unless confirmed by me in writing during that 14 day period. Any written stop payment order is valid for six months, unless I extend it in writing within that time period.

- f. You may from time to time enable me to access my Account and obtain advances through other means as permitted by law (a "New Access Device").

14. Right of Setoff: If I am in Default, you may take money out of my checking, savings or other deposit account or all of them to pay my loan. You need not give me notice before you do this.

15. Governing Law: Federal law and the law of the State of Connecticut (to the extent consistent with Federal law) govern this Agreement.

16. Change in Terms of This Agreement: You may not change the Maximum Annual Percentage Rate. You may not change any other terms of this Agreement, except as provided below.

- a. You may change the Index and Margin if the Index becomes unavailable, provided that the new Index has an historical movement similar to the current Index and the new Index and Margin would result in an Annual Percentage Rate substantially similar to the Annual Percentage Rate in effect when, if ever, the Index becomes unavailable.
- b. You may make changes to which we agree in writing at the time of the change.
- c. You may also make changes which "unequivocally benefit" us and you may change "insignificant terms" as those terms are interpreted by the Federal Reserve Board.

17. Billing Rights: My billing rights and responsibilities under the Fair Credit Billing Act are described in Part III below.

PART III - MY BILLING RIGHTS - I WILL KEEP THIS NOTICE FOR FUTURE USE:

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

I SHOULD NOTIFY YOU IN CASE OF ERRORS OR QUESTIONS ABOUT MY BILL.

If I think my bill is wrong, or if I need more information about a transaction on my bill, I should write you on a separate sheet at:

**Webster Bank, N.A.
609 West Johnson Avenue
Cheshire, CT 06410-4502**

I should write to you as soon as possible. You must hear from me no later than 60 days after you sent me the first bill on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights.

In my letter, I must give you the following information:

1. My name and account number.
2. The dollar amount of the suspected error.
3. I must describe the error and explain, if I can, why I believe there is an error. If I need more information I should describe the item I am not sure about.

If I have authorized you to pay my credit card bill automatically from my checking or savings account, I can stop the payment on any amount I think is wrong. To stop the payment my letter must reach you three business days before the automatic payment is scheduled to occur.

MY RIGHTS AND YOUR RESPONSIBILITIES AFTER YOU RECEIVE MY WRITTEN NOTICE:

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days you must either correct the error or explain why you believe the bill was correct.

After you receive my letter you cannot try to collect any amount I question or report me as delinquent. You can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid amount against my credit limit. I do not have to pay any questioned amount while you are investigating but I am still obligated to pay the parts of my bill that are not in question.

If you find that you made a mistake on my bill, I will not have to pay any finance charges related to any questioned amount. If you didn't make a mistake I may have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case you will send me a statement of the amount I owe and the date that it is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me, and I write to you within ten days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my bill. And, you must tell me the name of anyone you reported me to. You must tell anyone you reported me to that the matter has been settled between us when it finally is.

If you don't follow these rules, you are not allowed to collect the first \$50 of the questioned amount even if my bill was correct.

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SCHEDULE A

THE FOLLOWING DESCRIBED PROPERTY IN THE COUNTY OF LAKE, STATE OF INDIANA:

LOT(S) 16, BLOCK 1, RUETH ESTATES ADDITION 2 SUBDIVISION THE CITY OF MUNSTER, LAKE COUNTY, INDIANA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

KNOWN: 8637 MONROE AVE

PARCEL: 18-28-0349-0016

