

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 069710

2006 AUG 11 AM 8:31

INDIANA MORTGAGE

MICHAEL J. BROWN
RECORDER

35897

6/20/06

This mortgage, referred to as Security Instrument, is given on 6/20/06 [date]. The mortgagor, referred to as Borrower, is Peter S Slivka. This Security Instrument is given to Nu Sash Of Indianapolis referred to as Contractor, whose address is 5350 W 84th Street [city],

~~FIVE THOUSAND FOUR HUNDRED~~ FIFTEEN & 007100 Indiana. Borrower owes Contractor the principal sum of 5415.00 Dollars (U.S. \$). This debt is evidenced by Borrower's Home

Improvement Retail Installment Contract, referred to as Note. This Security Instrument secures to Contractor: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions, and modifications; (b) the payment of all other sums, with interest; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant, and convey to Contractor the following-described property located in Lake County, Indiana, which has the tax and street address of 2620 Walnut Lane [street], Hobart [city], Indiana 46342 [Zip Code], and is referred to as Property Address (also being

the Borrower's address), which has the following legal description:
See Attached Legal Description Aka: 2620 Walnut Lane
Hobart, IN 46342 #17-248-95

First Consumer Credit, Inc
405 State Hwy 121 Bypass
Suite 250
Lewisville, TX 75067

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Together with all the improvements now or to be erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or to become a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Contractor covenant and agree as follows:

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Unless applicable law provides otherwise, all payments received by Contractor under Section One shall be applied first to the interest we have earned on the principal to the date of your payment, then to reduce the unpaid principal and to other amounts due. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Contractor all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Contractor receipts evidencing the payments.

Borrower shall keep the improvements now existing or to be erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards for which Contractor requires insurance. This insurance shall be maintained in the amounts and for the periods that Contractor requires. All insurance policies and renewals shall be acceptable to Contractor and shall include a standard mortgage clause. Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate, or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Contractor agrees to the merger in writing.

If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Contractor's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, or to enforce laws or regulations), then Contractor may do and pay for whatever is necessary to protect the value of the Property and Contractor's rights in the Property. Contractor's actions may include paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorney fees, and entering on the Property to make repairs. Although Contractor may take action under this paragraph, Contractor does not have to do so. Any amounts disbursed by Contractor under this Section Six shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Contractor agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, on notice from Contractor to Borrower requesting payment. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Contractor to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Contractor shall not be required to commence proceedings against any successor in interest or refuse to extend the time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in

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interest. Any forbearance by Contractor in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Contractor and Borrower, subject to the provisions of Section Fourteen. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant, and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Contractor and any other Borrower may agree to extend, modify, forbear, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Contractor. Any notice to Contractor shall be given by first class mail to Contractor's address stated herein or any other address Contractor designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Contractor when given as provided in this paragraph. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, the conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

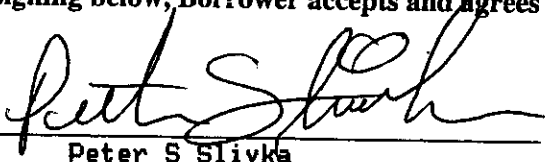
If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Contractor's prior written consent, Contractor may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Contractor if its exercise is prohibited by federal law as of the date of this Security Instrument. If Contractor exercises this option, Contractor shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Contractor may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

If Borrower meets certain conditions, Borrower shall have the right to have the enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) five days (or such other period as applicable law may specify for reinstatement) before the sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Contractor all sums that then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Contractor may reasonably require to assure that the lien of this Security Instrument, Contractor's rights in the Property, and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. On reinstatement by Borrower, this Security Instrument and the obligations secured by it shall remain fully effective as if no acceleration had occurred.

Contractor shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Contractor at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Contractor shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney fees. If Contractor invokes the power of sale, Contractor shall cause a copy of a notice of sale to be served on any person in possession of the Property. Contractor shall publish a notice of sale, and the Property shall be sold at public auction in the manner prescribed by applicable law. Contractor or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorney fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Borrower waives all right of homestead exemption in the Property.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Mortgage.



Peter S Slivka

Peter S Slivka

Signature of Borrower

Signature of Borrower

Peter S Slivka

Printed Name of Borrower

Printed Name of Borrower

STATE OF INDIANA
COUNTY/CITY OF LAKE County TO WIT:

On this 20th day of JUNE, 2006, before me, the undersigned Notary Public, personally appeared Peter S Slivka personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and Notarial Seal.

Diana M Blissner

Notary Public Signature

DIANA M. BLISSNER
NOTARY PUBLIC
Lake County, Indiana
My Commission Expires March 14, 2007
Resident of Lake County, Indiana
(SEAL)

DIANA M BLISSNER / LAKE
Notary Public - Print Name and County

My Commission Expires: 3-14-07

This instrument was drafted by, and should be returned to: M. Andrews
FIRST CONSUMER CREDIT, INC
405 STATE HIGHWAY 121 BYPASS
LEWISVILLE, TX 75067

I affirm, under the penalty for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Michele Andrews



LEGAL DESCRIPTION

LOT 95 IN CRESTWOOD TRACE, IN THE CITY OF HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 12 PAGE 29, AND AS AMENDED BY CERTIFICATE OF CORRECTION DATED SEPTEMBER 18, 1973, AND RECORDED SEPTEMBER 25, 1973, AT DOCUMENT NO. 222182 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL #17-248-95

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