

4  
Please return to:  
PEOPLES BANK SB  
9204 COLUMBIA AVE  
MUNSTER, IN 46321

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 094270

2006 OCT 27 AM 9:44

Loan #: 00260029229

620066417

[Space Above This Line For Recording Data]

MICHAEL A. BROWN  
RECORDER

# MORTGAGE

(OPEN END CREDIT • FUTURE ADVANCES ARE SECURED BY THIS MORTGAGE)

Chicago Title Insurance Company

THIS MORTGAGE ("Security Instrument") is given on October 20, 2006  
The mortgagor is KEITH ZIGTERMAN AND DIANE ZIGTERMAN, HUSBAND AND WIFE

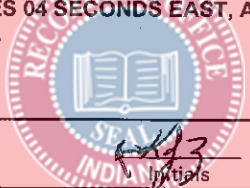
whose address is 1621 ROKOSZ LANE, DYER, IN 46311

("Borrower"). This Security Instrument is given to PEOPLES BANK SB  
which is organized and existing under the laws of the State of Indiana  
and whose address is 9204 COLUMBIA AVE, MUNSTER, IN 46321

("Lender"). Borrower has entered into a Home Equity Line of Credit loan  
("Contract") with Lender as of the 20th day of October, 2006, under the terms of which Borrower  
may, from time to time, obtain advances not to exceed, at any time, a principal amount equal to the Credit Limit of  
Ninety Thousand Dollars And No Cents Dollars (U.S. \$90,000.00) ("Credit Limit"). Any party interested in the details related to Lender's continuing  
obligation to make advances to Borrower is advised to consult directly with Lender. This Security Instrument secures to Lender: (a) the  
repayment of the debt under the Contract, with interest, including future advances, and all renewals, extensions and modifications of  
the Contract; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security  
Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Contract. For  
this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in  
LAKE County, Indiana:

LOT 13, IN WILDFLOWER ESTATES, AN ADDITION TO THE TOWN OF DYER, AS SHOWN IN PLAT BOOK 78, PAGE  
68, IN LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: COMMENCING  
AT THE NORTHWEST CORNER OF SAID LOT 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH  
89 DEGREES 56 MINUTES 38 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 13, A DISTANCE OF 100.84  
FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 22 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 13, A  
DISTANCE OF 82.95 FEET; THENCE NORTH 59 DEGREES 54 MINUTES 08 SECONDS WEST, A DISTANCE OF 125.04  
FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE (SAID POINT ALSO LYING ON THE  
EASTERLY RIGHT OF WAY LINE OF ROKOSZ LANE), CONCAVE WESTERLY, HAVING A RADIUS OF 60.00 FEET  
AND A CENTRAL ANGLE OF 20 DEGREES 33 MINUTES 36 SECONDS; THENCE NORTHEASTERLY ALONG THE ARC  
OF SAID CURVE TO THE LEFT, FROM WHICH THE LOCAL TANGENT AT THE BEGINNING POINT BEARS NORTH 30  
DEGREES 05 MINUTES 52 SECONDS EAST, A DISTANCE OF 21.53 FEET, SAID ARC SUBTENDED BY A CHORD  
WHICH BEARS NORTH 19 DEGREES 49 MINUTES 04 SECONDS EAST, A DISTANCE OF 21.41 FEET TO THE  
CURVE'S END, AND THE POINT OF BEGINNING.

By initialing, I acknowledge this is page 1 of 6  
of the Mortgage.



*KZ* Initials      *DB* Initials      \_\_\_\_\_ Initials      \_\_\_\_\_ Initials

24-  
LP  
CT

By Initialing, I acknowledge this is page 2 of 6  
Initials \_\_\_\_\_  
Initials \_\_\_\_\_  
Initials \_\_\_\_\_

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by applicable law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

**3. Hazard or Property 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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

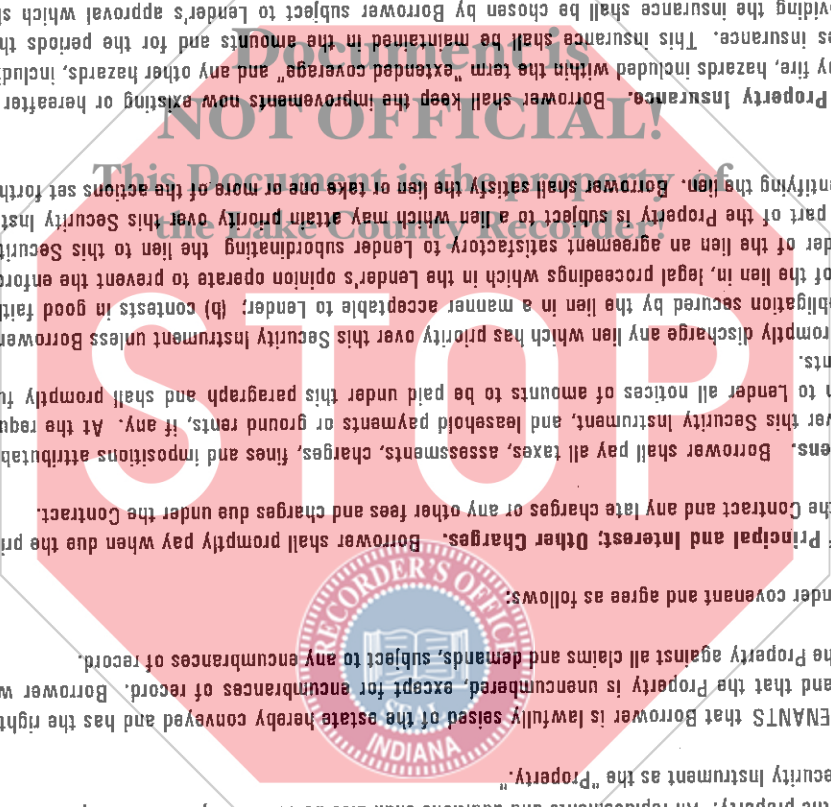
**2. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At the request of Lender, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments.

**1. Payment of Principal and Interest; Other Charges.** Borrower shall promptly pay when due the principal of and interest on the debt owed under the Contract and any late charges or any other fees and charges due under the Contract.

Borrower and Lender covenant and agree as follows:  
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 Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter 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."

which has the address of  
1621 ROKOSZ LN  
DYER  
[City]  
Indiana 46311  
[Street]  
[Property Address];  
[Zip Code]



**4. Preservation, Maintenance and Protection of the Property.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest.

**5. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the same rate assessed on advances under the Contract and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**6. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of, or prior to, an inspection specifying reasonable cause for the inspection.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

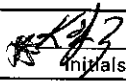

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within the minimum number of days established by applicable law after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of such payments.

**8. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend 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 interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**9. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but has no personal liability under the Contract: (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 Lender 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 Contract without that Borrower's consent.

By initialing, I acknowledge this is page 3 of 6 of the Mortgage.

 Initials  Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_

By Initialing, I acknowledge this is page 4 of 6  
Initials \_\_\_\_\_  
Initials \_\_\_\_\_  
Initials \_\_\_\_\_  
Initials \_\_\_\_\_

with Environmental Law.  
any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance  
actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of  
or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has  
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental  
Property.

quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the  
violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small  
Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in  
16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous

right to reinstate shall not apply in the case of acceleration under paragraph 14.  
this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this  
Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower,  
such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and  
pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes  
Security Instrument and the Contract as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c)  
enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this  
reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment  
this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specify for  
15. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of

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

13. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

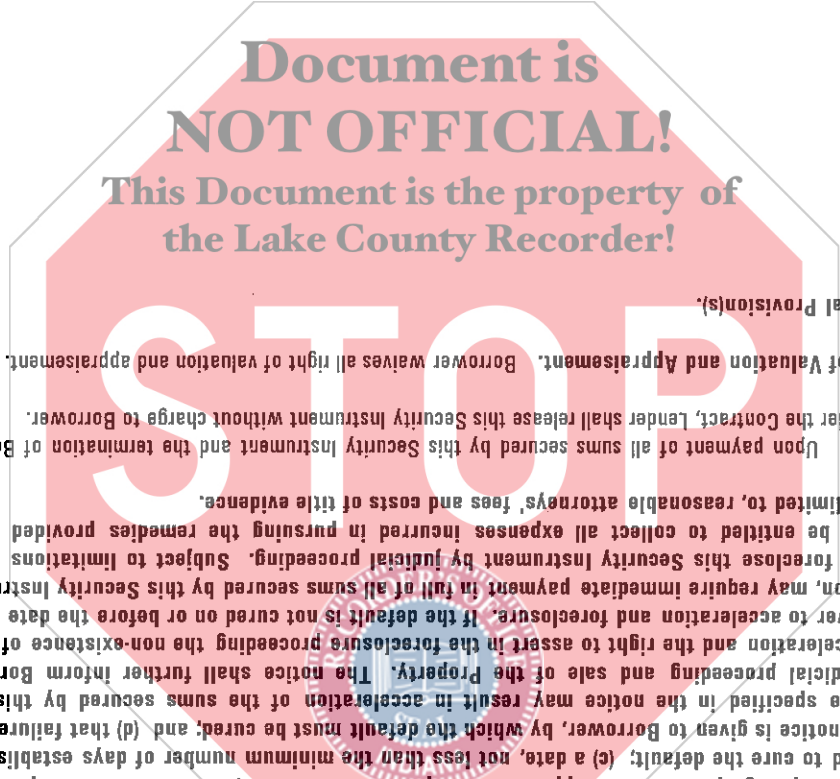
without the conflicting provision. To this end the provisions of this Security Instrument and the Contract are declared to be severable.  
applicable law, such conflict shall not affect other provisions of this Security Instrument or the Contract which can be given effect  
which the Property is located. In the event that any provision or clause of this Security Instrument or the Contract conflicts with  
12. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in

given to Borrower or Lender when given as provided in this paragraph.  
other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been  
Borrower designates by notice to Lender. Any notice shall be given by first class mail to Lender's address stated herein or any  
class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address  
11. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first

the reduction will be treated as a partial prepayment under the Contract.  
this refund by reducing the principal owed under the Contract or by making a direct payment to Borrower. If a refund reduces principal,  
any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make  
permitted limits, then: (a) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b)  
law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the  
10. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that

As in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Contract under which acceleration is permitted (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by applicable law 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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument, without further demand, and may foreclose this Security Instrument by judicial proceeding. Subject to limitations imposed by applicable law, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
18. Release. Upon payment of all sums secured by this Security Instrument and the termination of Borrower's right to obtain future advances under the Contract, Lender shall release this Security Instrument without charge to Borrower.
19. Waiver of Valuation and Appraisal. Borrower waives all right of valuation and appraisal.
20. Additional Provisions(s).



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Witnesses:

*Keith Zigterman*  
 \*KEITH ZIGTERMAN  
 -Borrower

*Diane Zigterman*  
 \*DIANE ZIGTERMAN  
 -Borrower

\_\_\_\_\_  
 -Borrower

\_\_\_\_\_  
 -Borrower

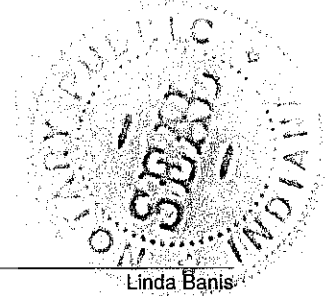
STATE OF INDIANA )  
 ) ss  
COUNTY OF LAKE )

On this 20th day of October, 2006, before me, the undersigned, a Notary Public in and for Lake County, personally appeared KEITH ZIGTERMAN AND DIANE ZIGTERMAN, HUSBAND AND WIFE and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission expires: September 20, 2008  
County of Residence: Lake  
(Official Seal)

*Linda Banis*  
Notary Public



**Document is NOT OFFICIAL!**

This Instrument Prepared By: MELISSA WEBB After Recording Return To:  
PEOPLES BANK SB  
9204 COLUMBIA AVE  
MUNSTER, IN 46321

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

By initialing, I acknowledge this is page 6 of 6 of the Mortgage.

<i>MW</i>	<i>KB</i>		
Initials	Initials	Initials	Initials

