

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

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 094271

2006 OCT 27 AM 9:44

Loan #: 00260029286

620066625

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MICHAEL A. BROWN  
RECORDER

## MORTGAGE

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

THIS MORTGAGE ("Security Instrument") is given on October 20, 2006  
The mortgagor is Julian E Quiroga

whose address is 1117 SIBLEY, HAMMOND, IN 46320

("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  
Forty Five Thousand Dollars And No Cents

Dollars (U.S. \$45,000.00 ) ("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:

THE EASTERLY 37 1/2 FEET OF THE EASTERLY 75 FEET OF LOT 12, IN BLOCK 2, IN RESUB OF HELBERG'S OAK  
RIDGE ADDITION AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 3 PAGE 23 IN THE OFFICE OF THE  
RECORDER OF LAKE COUNTY, INDIANA.

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



J. E. J.

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www.compliancesystems.com  
800-968-8522 Fax 616-956-1668

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LP  
CT

By initialing, I acknowledge this is page 2 of 6

**2. Charges:** Lien(s). Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach 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.

**Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:** (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender.

1.P. 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 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 generally the title to 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 Indiana 46320 1117 Sibley [Street] Hammond [City] ("Property Address");

**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 ad fault 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 al ien 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.

**6.1 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.

*J.E.J.*  
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By initialing, I acknowledge this is page 4 of 6  
of the Mortgage.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental agency or private party involving the Property and any Hazarous Substances affecting the Property or Borrower's interest in the Property, and Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

15. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specifically provide, before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment in rem statement, before sale of the Property pursuant to the applicable law of any state in which this Security instrument is located at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specifically provide, before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment in rem statement, before sale of the Property pursuant to any power of sale contained in this Security instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by applicable law 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, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand of Borrower.

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 sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender 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 Lender if exercise is prohibited by federal law as of the date of this instrument.

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

**12. Governing Law; Severability.** 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 conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Contract which can be given effect throughout the conflicting provision. To this end the provisions of this Security Instrument and the Contract are severable.

11. Notices. Any notices 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 Properly Address or any other address Lender designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address set forth above or to Borrower or Lender or Lender's designee by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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 Appraisement.** Borrower waives all right of valuation and appraisement.

**20. Additional Provision(s).**

## Document is NOT OFFICIAL!

This Document is the property of  
the Lake County Recorder!

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

Witnesses:

*Julian E. Quiroga*  
JULIAN E QUIROGA

-Borrower



-Borrower

-Borrower

-Borrower

