

2007 031735

OLNACS # 11526543

Mortgage 54/836 swf/rm
(This Mortgage Secures Future Advances)

PNC BANK
4811 0412 714

THIS MORTGAGE is made on 03/07/2007.

The name(s) and address(es) of the Mortgagor(s) are JEANETTE L MACKNYK. -HAW- John F Macknyk-deceased
If there is more than one, the word "Mortgagor" refers to each and all of them.
The name and address of the Mortgagee (Lender) are PNC Bank, National Association
The word "Borrower" means JEANETTE L MACKNYK, JAMES E MACKNYK.
If there is more than one, the word "Borrower" refers to each and all of them.

The Mortgagee has granted to Borrower a home equity line of credit (called the "Account"), under the terms of a written agreement dated on or about 03/07/2007. The agreement was amended under the terms of a written amendment dated on or about the same date as this Mortgage. The written agreement, as amended by the written amendment and any other amendments, supplements, modification, changes in terms or addenda, will be referred to herein as the "Agreement." The Agreement provides for a Maximum Credit Limit (that is, a maximum principal amount of indebtedness) of Sixty Thousand Dollars And Zero Cents

(U.S. \$ 60,000.00). All amounts owing under the Agreement are due and payable on or before 03/12/2037. Mortgagee is obligated, under terms set forth in the Agreement, to make future advances during the Draw Period of the Account. Mortgagee is not obligated to make advances which would cause the principal balance outstanding to exceed the Maximum Credit Limit and is not obligated to make advances after the Account is terminated or during periods when further extensions of credit are prohibited or suspended as provided in the Agreement. By the Agreement, Borrower has agreed to repay the advances in monthly installments with interest.

This Mortgage secures to Mortgagee: (a) the principal amount of the debt evidenced by the Agreement, as amended, supplemented or modified from time to time, the repayment of all future advances, obligations and indebtedness of Borrower under the Agreement up to the Maximum Credit Limit and all future modifications, extensions and renewals thereof and the Mortgage shall be valid and have priority to the extent of the Maximum Credit Limit over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law, to the same extent as if such future advances, modifications, extensions and renewals existed on the date of the Mortgage; (b) the repayment of interest and other charges as provided in the Agreement; (c) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred to protect the security of this Mortgage; (d) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses, if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; (e) payment of any refinancing, substitution, extension, modification, and/or renewal of any of the indebtedness and other amounts mentioned in subparagraphs (b), (c) and (d) of this paragraph; (f) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Agreement; and (g) the repayment of the debt evidenced by any agreement which was replaced by the Agreement, to the extent that such debt is owed to Mortgagee and has not been paid. For this purpose, Mortgagor does hereby mortgage, warrant, grant and convey to Mortgagee the following described property, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at and known as:

SEE ATTACHED EXHIBIT

Lake County dm



The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if the Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest and all other sums and perform all covenants and agreements secured hereby, and if Borrower has no further right to obtain advances of credit under the Agreement, then and from thenceforth, as well, this present Mortgage and the estate hereby granted and conveyed by it shall cease, determine and become void and of no effect, notwithstanding anything to the contrary in this Mortgage.

Warranty of Title. Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

Default. Mortgagor will be in default under this Mortgage upon a default under the terms of the Agreement.

Mortgagee's Remedies. Unless prohibited by law, if Mortgagor is in default under this Mortgage, Mortgagee may, at its option, after notice required by law, if any, declare due and payable the entire unpaid balance of the sums which are secured by this Mortgage and owing under the Agreement. If Mortgagee so declares such entire balance due and payable, Mortgagee may take possession of the Property, collect any and all rents, apply said rents to the indebtedness secured by this Mortgage, foreclose the Mortgage, or take other action upon the Mortgage as permitted or provided by law to collect the balance owing.

Waiver of Valuation and Appraisement. Mortgagor waives all rights of valuation and appraisement laws.

Remedies Cumulative. If any circumstance exists which would permit Mortgagee to accelerate the balance, Mortgagee may take such action at any time during which such circumstance continues to exist. Mortgagee's remedies under this Mortgage shall be cumulative and not alternative.

Benefit and Burden. The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together.

Delay in Enforcement. Mortgagee can delay in enforcing any of its rights under this Mortgage or the Agreement without losing that right. Any waiver by Mortgagee of any provision of this Mortgage or the Agreement will not be a waiver of the same or any other provision on any other occasion.

D.P.M.
18.00

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CA

Assignment. Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

Severability. If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Mortgage.

WITNESS the signing of this Mortgage on the date set forth above, intending to be legally bound.

Mortgagor Jeanette L. Macknyk
Type or print name: JEANETTE L MACKNYK

Mortgagor _____
Type or print name: _____

STATE OF INDIANA)
COUNTY OF Lake) SS:

Before me, a Notary Public in and for said County and State, personally appeared JEANETTE L MACKNYK who acknowledged the execution of the foregoing mortgage.

WITNESS my hand and Notarial Seal this 7th day of March, 2007.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder's Office

Signature Teresa L. Peron
Printed _____

Residing in _____ County, Indiana.
NOTARY PUBLIC TERESA L. PERON
NOTARY PUBLIC
SEAL
STATE OF INDIANA - COUNTY OF LAKE
MY COMMISSION EXPIRES MAY 21, 2011

My commission expires:

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

Signature: T MCPHERSON

Print Name: T MCPHERSON

This instrument was prepared by: T MCPHERSON



Mail to:
PNC Bank
Consumer Loan Center
Collateral Control
2730 Liberty Avenue
Pittsburgh, PA 15222

From
JEANETTE L MACKNYK
To
PNC Bank

Mortgage
(This Mortgage Secures
Future Advances)

Recorded Number

EXHIBIT "A" LEGAL DESCRIPTION

011526543

PARCEL:18-28-0194-0011

LOT 11 IN BLOCK 1 IN KNICKERBOCKER MANOR 7TH ADDITION TO THE TOWN OF HUNSTER AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32 PAGE 56, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. SITUATED IN THE COUNTY OF LAKE AND STATE OF INDIANA.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 812378, OF THE LAKE COUNTY, INDIANA RECORDS.

