

PLEASE RETURN TO:
PEOPLES BANK SB
9204 COLUMBIA AVE
MUNSTER, IN 46321

SEARCHED INDEXED
SERIALIZED FILED
JUN 22 2007

2007 052651

2007 JUN 22 AM 3:29

7
Loan #: 00260030805

SEARCHED INDEXED
SERIALIZED FILED
JUN 22 2007

620073378

[Space Above This Line For Recording Data]

MORTGAGE

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

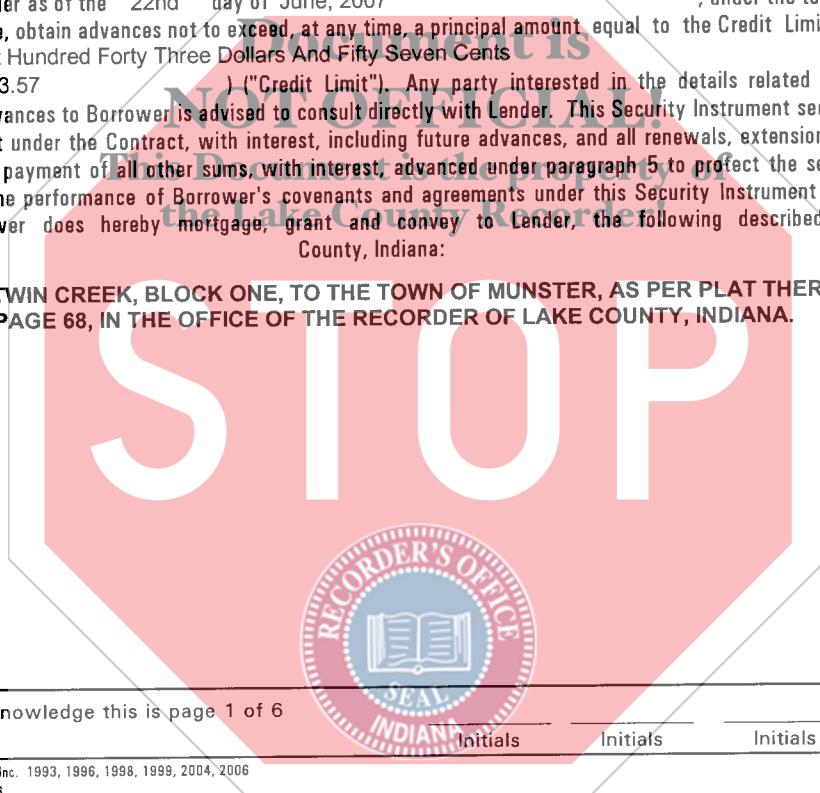
Chicago Title Insurance Company

THIS MORTGAGE ("Security Instrument") is given on June 22, 2007
The mortgagor is PEOPLES BANK SB, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED
03/22/95, KNOWN AS TRUST NUMBER 10160
whose address is 9812 TWIN CREEK BLVD, MUNSTER, IN 46321

("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 22nd day of June, 2007 , 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
Ten Thousand Eight Hundred Forty Three Dollars And Fifty Seven Cents
Dollars (U.S. \$ 10,843.57) ("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
County, Indiana:

LOT 60 AND 61 IN TWIN CREEK, BLOCK ONE, TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED
IN PLAT BOOK 48 PAGE 68, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



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



Initials

Initials

Initials

Initials

© Copyright Compliance Systems, Inc. 1993, 1996, 1998, 1999, 2004, 2006
ITEM 4241NL1 (0605) Page 1 of 6

www.compliancesystems.com
800-968-8522 Fax 616-956-1868

26~
DC
AT

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, 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

will begin when the notice is given.

sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to repair or to pay sums secured by this Insurance Proceeds. Lender may use the proceeds to repair or restore the Property or to pay settle a claim, then Lender may collect the Insurance Proceeds. Lender may use the notice from Borrower that the Insurance carrier has offered to pay the number of days prescribed by applicable law as set forth in a notice from Lender to Borrower abandoning the Insurance instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the reasonable time period specified by the Insurance carrier, Lender may apply to the sums secured by this Security

Instrument, if the restoration or repair is feasible and Lender's security is not lessened. If the restoration or repair is not

damaged, unless Lender and Borrower otherwise agree in writing, Insurance proceeds shall be applied to restoration or repair of the Property

loss if not made promptly by Borrower.

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

insurance carrier provides insurance coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's

rights in the Property in accordance with Paragraph 5.

Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's

withheld. If Borrower provides the Insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonable

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 liable to Lender for the amount of the premium paid to the insurance carrier.

insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for

3. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

the giving of notice.

Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of determining that any part of the Property is subject to a lien which may attach directly or indirectly to this Security Instrument. Lender may give

securities from the holder of the lien an assignment satisfactory to Lender subordinating the lien to this Security Instrument. If Lender agrees to the obligation secured by the lien in a manner acceptable to Lender's opinion operate to prevent the enforcement of the lien; or (c)

the payment of the debt owned under the Contract and any other fees and charges due under the Contract; or (d)

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Paragraph and shall furnish to Lender receipts evidencing the payments.

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument unless Borrower: (a) agrees in writing to

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 and Lender covenant and agree as follows:

generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

TOWHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteñances, 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 46321 [Street] ("Property Address"); [City]

MUNSTER 9812 TWIN CREEK BLVD [Zip Code]

which has the address of

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

www.compliancesystems.com
800-968-8522 Fax 616-956-1868

Initials	Initials	Initials	Initials
By initialing, I acknowledge this is page 4 of 6			

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. Substances 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 on the Property of small quantities of any Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

17. **Borrower's Right to Reinstate.** 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 specify for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment against this Security Instrument. Those conditions are that Borrower: (a) pays lender all sums which would be due under this Security Instrument and the Contract as if no acceleration had 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 Lender may reasonably require to assure that the lien of this Security Instrument continues notwithstanding this Security's obligation to pay the sums secured hereby as if no acceleration had occurred. Upon reinstatement by Borrower, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

18. **Borrower's Copy.** Borrower shall be given one conforming copy of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice as of the date of this Security Instrument. If Lender exercises this option shall not be exercised by Lender if exercise is prohibited by federal law and the date of this Security Instrument. However, this option shall not be exercised by Lender if its exercise is prohibited by state law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall provide all sums secured by this Security Instrument to the Borrower within the minimum number of days established by applicable law from the date the notice is delivered or mailed. 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 on Borrower.

19. **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 of this Security Instrument and the Contract are declared to be severable, such provision shall not affect other provisions of this Security Instrument and the Contract are declared to be severable.

20. **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 method of another user of another method, 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 exceed 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) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. If a refund reduces principal, this reduction will be treated as a partial prepayment under the Contract.

21. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to Borrower 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 Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates 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.

22. **Waiver of Jury Trial.** Lender and Borrower hereby waive their rights to trial by jury in any action, suit or proceeding brought by either party against the other, whether arising in contract, tort or otherwise, even though such action, suit or proceeding is based upon a breach of this Security Instrument or any other agreement between Lender and Borrower, or upon any other ground.

23. **Entire Agreement.** This Security Instrument contains the entire agreement between Lender and Borrower and supersedes all previous negotiations, understandings, agreements, representations and warranties, whether written or oral, between them relating to the subject matter hereof. This Security Instrument may not be amended, modified or supplemented except by a writing signed by both Lender and Borrower.

24. **Waiver of Statute of Limitations.** Lender waives the benefit of any statute of limitations which may now or hereafter exist with respect to the enforcement of this Security Instrument.

25. **Waiver of Jury Trial.** Lender and Borrower hereby waive their rights to trial by jury in any action, suit or proceeding brought by either party against the other, whether arising in contract, tort or otherwise, even though such action, suit or proceeding is based upon a breach of this Security Instrument or any other agreement between Lender and Borrower, or upon any other ground.

26. **Waiver of Statute of Limitations.** Lender waives the benefit of any statute of limitations which may now or hereafter exist with respect to the enforcement of this Security Instrument.

27. **Waiver of Jury Trial.** Lender and Borrower hereby waive their rights to trial by jury in any action, suit or proceeding brought by either party against the other, whether arising in contract, tort or otherwise, even though such action, suit or proceeding is based upon a breach of this Security Instrument or any other agreement between Lender and Borrower, or upon any other ground.

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:

STOP

SIGNATURE PAGE ATTACHED

PEOPLES BANK, SB, AS TRUSTEE UNDER THE -Borrower
PROVISION OF A TRUST AGREEMENT DATED
3/22/95, KNOWN AS TRUST NUMBER 10160

RECORDERS
SEAL
INDIANA

-Borrower

-Borrower

-Borrower

Initials	Initials	Initials	Initials
----------	----------	----------	----------

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

In firm, under the penalties for perjury, that the above
number in this document, unless required by law, SHELLY WILSON
taken reasonable care to redact each Social Security

MUNSTER, IN 46321

9204 COLUMBIA AVE

PEOPLES BANK SB

After Recording Return To:

This instrument Prepared By: SHELLY WILSON

Notary Public

County of Residenc:

My Commission Expires:

(Official Seal)

Witness my hand and official seal.



On this 22nd day of June, 2007
Notary Public in and for
LAKE County, personally appeared
PEOPLES BANK SB, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST DATED 3/22/95, KNOWN AS TRUST NUMBER 10160
and acknowledged the execution of the foregoing instrument.
, before me, the undersigned, a

STATE OF INDIANA

COUNTY OF LAKE

INDIANA

Seal

Commission Expires:

My Commission Expires:

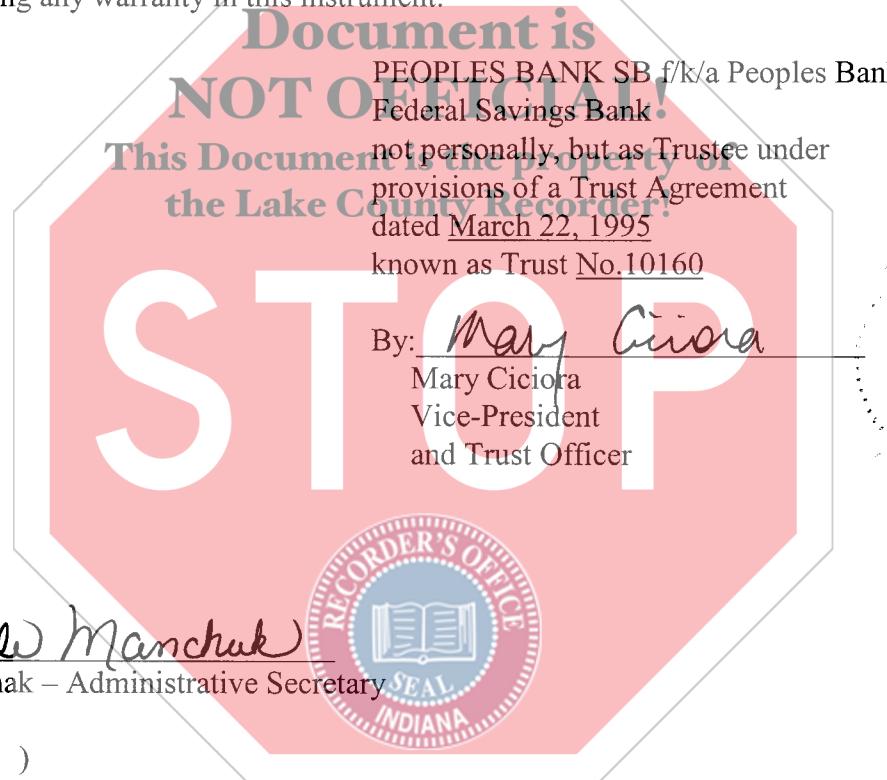
County of Residenc:

My Commission Expires:

Commission Expires:

Official Seal

Attachment to a Mortgage to Peoples Bank SB for \$10,843.57 for Land Trust No. 10160. This mortgage is executed by Peoples Bank SB, f/k/a Peoples Bank, a Federal Savings Bank not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but his waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note. Nothing contained herein will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally is not a "Transferor" or "Transferee" under RPTL and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.



ATTEST:

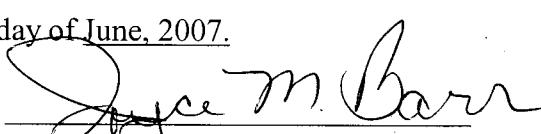
By: Michelle Manchak
Michelle Manchak – Administrative Secretary

State of Indiana)
) SS:
County of Lake)

I, Joyce M. Barr a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Mary Ciciora and Michelle Manchak of PEOPLES BANK SB, an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Trust Officer and Administrative Secretary and respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of the said Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of June, 2007.

My Commission Expires:
03-18-08
Resident of Lake County


Notary Public Signature
Joyce M. Barr