

4
PLEASE RETURN TO:
PEOPLES BANK SB
9204 COLUMBIA AVE
MUNSTER, IN 46321

2006 06 19 09

2006 06 19 09

Loan #: 00260033114

620084046

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MORTGAGE

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

THIS MORTGAGE ("Security Instrument") is given on August 22, 2008
The mortgagor is JEROME W SKURA

whose address is 7311 MARSHALL STREET, MERRILLVILLE, IN 46410

("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 August, 2008 , 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 Dollars And No Cents
Dollars (U.S. \$ 10,000.00) ("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 23, IN BLOCK 3, IN INDEPENDENCE HILL SECOND ADDITION, TO THE TOWN OF MERRILLVILLE, AS PER PLAT
THEREOF, RECORDED IN PLAT BOOK 24 PAGE 25, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,
INDIANA.

STOP



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

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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 to Lender.

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, whether or not then due. The period of time for Borrower to answer as set forth in the notice sent to a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay 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 instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within a reasonable time, Borrower shall be liable to Lender for the sums secured by this Security instrument, if the restoration or repair is not damaged, if the restoration or repair is feasible and Lender's security is not lessened. If the restoration or repair is not feasible or otherwise agree in writing, 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 a reasonable time, Borrower shall be liable to Lender for the sums secured by this Security instrument, if the restoration or repair is not feasible or otherwise agree in writing, insurance proceeds shall be applied to the sums secured by this Security instrument, unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair of the Property unless Lender has made prompt payment to 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 receives 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.

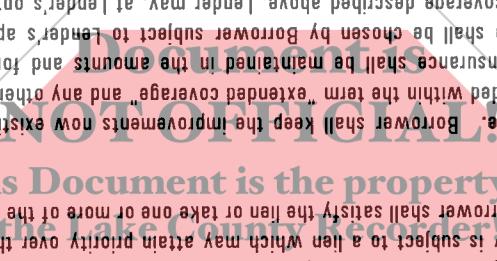
If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

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.

If Borrower provides insurance which is chosen by Borrower subject to Lender's approval which shall not be unreasonable, Lender requires insurance which is maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be liable to Lender for the amounts and for the periods that Lender requires. The insurance carrier requires insurance which is chosen by Borrower subject to Lender's approval which shall not be unreasonable, Lender requires insurance which is maintained in the amounts and for the periods that Lender requires. The insurance carrier provides insurance which is chosen by Borrower subject to Lender's approval which shall not be unreasonable, Lender requires insurance which is maintained in the amounts and for the periods that Lender requires. The insurance carrier provides insurance which is chosen by Borrower subject to Lender's approval which shall not be unreasonable, Lender requires insurance which is maintained in the amounts and for the periods that Lender requires.

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

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 THE LAKE COUNTY RECORDER

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 priority over this Security Instrument. Lender may give notice to the holder of the lien an agreement satisfactory to Lender stipulating the lien to this Security instrument. If Lender secures from the holder of the lien in, legal proceedings which in the opinion of Lender's attorney operate to prevent the enforcement of the lien, or (c) against enforcement of the lien in, legal proceedings which in the manner acceptable to Lender, (b) consents in good faith the lien by, or defers the payment of the obligation secured by the lien in a manner acceptable to Lender, (a) agrees in writing to Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to insure 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 provides insurance which is chosen by Borrower subject to Lender's approval which shall not be unreasonable, Lender requires insurance which is maintained in the amounts and for the periods that Lender requires.

2. Charges: Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts which may attach priority over this Security instrument, and leasehold payments or ground rents, if any. At the request of Lender, Borrower may convey the Property to Lender for the amounts and for the periods that Lender requires. Lender may sue in his name to recover the debt owed under the Contract and any late fees and charges due under the Contract.

1.P. Payment of Principal and Interest, Other Charges. Borrower shall promptly pay when due the principal of and interest on the debt referred to in this Security instrument as the "Property".

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 not encumbered, 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.

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 | 7311 MARSHALL STREET | MERILLVILLE |
| Indiana | 46410 | [Street] |
| [City] | ("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.P 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.I nspection. 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.S uccessors 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.

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with Environmental Law.
any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with knowledge, if Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of actual knowledge or regulatory party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has or regulatory agency or private party investigating the investigation, claim, demand, lawsuit or other action by any governmental 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 of 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. Hazards 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 attorney fees; and (d) takes Security instrument and the Contract as if no acceleration had occurred; (b) causes any default of any other covenants or agreements; (c) enforces this Security instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this instrument before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment against Lender prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for this Security instrument) before sale of the Property or (b) 5 days prior to the earlier of:

15. Borrower's Right to Reinstatate. 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 of 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 a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's transfer of the Property or a beneficial interest in Borrower. If all or any part of the Property or any interest in it is

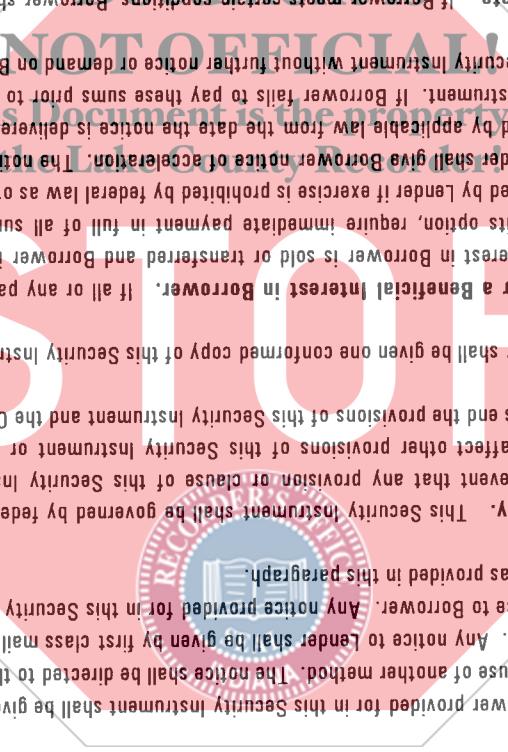
13. Borrower's Copy. Borrower shall be given one confirmed copy of this Security instrument.

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 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

given to Borrower or Lender when given as provided in this paragraph.
other addresses 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 to Lender 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 of any other address the reduction will be treated as a partial prepayment under the Contract.

this reduced 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 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 Appraisement. Borrower waives all right of valuation and appraisement.

20. Additional Provision(s).

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NOT OFFICIAL!**

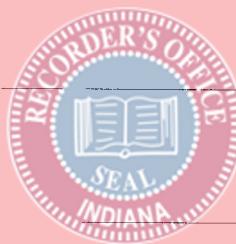
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the Lake County Recorder!

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

Witnesses:


JEROME W SKURA

-Borrower



-Borrower

-Borrower

-Borrower

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

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

MUNSTER, IN 46321

9204 COLUMBIA AVE

PEOPLES BANK SB

Notary Public CHARMIN WILLIAMSON

After Recording Return To:

This instrument Prepared By: BARBARA SARNOWSKI

My Commission expires: November 12, 2008

County of Residence: Lake

(Official Seal)

Witness my hand and official seal.



On this 22nd day of August, 2008
Notary Public in and for
JEROME W SKURA
and acknowledged the execution of the foregoing instrument
before me, the undersigned, a
,

before me, the undersigned, a

STATE OF INDIANA

COUNTY OF LAKE

Notary Public in and for

JEROME W SKURA

and acknowledged the execution of the foregoing instrument

before me, the undersigned, a