STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2012 058310

2012 AUG 28 AM 9: 39

Mortgage (This Mortgage Secures Future Advances)

THIS MORTGAGE is made on 08/11/2012.

MICHELE FAJMAN
RECORDER OLNACS # 16130342
After Recording Return to: PNC Bank, Consumer Lending

6750 Miller Rd., Brecksville, OH 44141

PNCBANK

54,003,3 D, FATE

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 MICHAEL J GOLETZ, JOAN M GOLETZ.

The name(s) and address(es) of the Mortgagor(s) are MICHAEL J GOLETZ, JOAN M GOLETZ.  $\mu \mu \nu$ 

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 . 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 One Hundred Thousand Dollars And Zero Cents

(U.S. \$ 100,000.00 ). All amounts owing under the Agreement are due and payable on or before 08/16/2049 . 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:

11714 BLAINE ST **Recording Date Deed Book Number** Tax Parcel Number

**CROWN POINT** 06/22/1976 355845 Page Number 45-15-14-101-011 .000-0-4 46307

LAKE

N/A

N/A N/A Lot and Block Number

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.

IN EFORM122759A-0310

AMOUNT \$	18
CASHCHARGE_	
CHECK# 00012135	231
OVERAGE	
COPY	
NON-CONF	
DEPUTY	000

ROBERTA LA MENTE CONTROL SI GIS

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: Michael	Holi	Mortgagor: Joan m.	Golek
Type or print name: MICHAEL J G	DLETZ	Type or print name: <u>JOAN M GOLETZ</u>	
STATE OF INDIANA	)		
COUNTY OF Lake	) SS: )		
Before me, a Notary Public in and f	or said County and St <b>ate, personally app</b>		etz
WITNESS my hand and Notarial Se	al this day of Signature	Luile Mr Clenton	cution of the foregoing mortgage 20/2.
SE	McClinton State of Indiana Al	IRY PUBLIC CORDER!	County, Indiana
My commission expires:	126,2017		
l affirm, under penalties for perjury,	that I have taken reasonable care to red	lact each Social Security number in this docu	ument, unless required by law.
Signature:	XIA		
Print Name: <u>LAVICA</u>	Detamore	RSON	
This instrument was prepared by:	Defores Schmid		
	6750 Miller Ro	bad	
	Brecksville, OH	44141	

## EXHIBIT A

SITUATED IN THE COUNTY OF LAKE AND STATE OF INDIANA:

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT 214 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, RUNNING THENCE WEST A DISTANCE OF 666 FEET, MORE OR LESS, TO THE EAST LINE OF LANDS CONVEYED TO MARGARET M. DELL IN DEED RECORD 758, PAGE 310, THENCE SOUTH A DISTANCE OF 131 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 480 FEET OF THE NORTH 25 ACRES OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE EAST A DISTANCE OF 666 FEET MORE OR LESS TO THE EAST LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTH ON SAID QUARTER-QUARTER SECTION LINE A DISTANCE OF 131 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA:

This Document is the property of

PPN: 45-15-14-101-011-000-041y Recorder!
MICHAEL J. GOLETZ AND JOAN M. GOLETZ, HUSBAND AND WIFE

11714 BLAINE STREET, CROWN POINT IN 46307

Loan Reference Number : ID2016130342/ID2016130342623332090

First American Order No: 45456097 Identifier: L/



