STATE OF INDIANAL LAKE COUNTY FILED FOR RECORD

2014 011454 2014 FEB 27 AM 8: 50

MICHAEL B. BROWN. RECORDER

Open-End Mortgage

32フコココ 名 (Secured Personal Credit Line)
THIS INSTRUMENT SECURES LOAN ADVANCES, INCLUDING FUTURE LOAN ADVANCES, CONSTITUTING A FIXED OR VARIABLE-RATE, REVOLVING LINE OF CREDIT, UP TO A MAXIMUM AMOUNT OUTSTANDING AT AN TIME (THE "CREDIT LIMIT") OF: \$ 75,000.00
This OPEN-END MORTGAGE (the "Mortgage") is given by;
GERALD A. CREPEAU, A.K.A. GERALD CREPEAU AND
DENISE M. CREPEAU, A.K.A. DENISE CREPEAU, HUSBAND AND WIFE
(the "Mortgagor"), whose address is 16166 SHEFFIELD AVE CEDAR LAKE, IN 46303-8992 ,,
to The Huntington National Bank (the "Mortgagee"), whose address is Department NC1N04, 2361 Morse Road, Columbus
OH 43229.
WHEREAS, GERALD A CREPEAU
DENISE M CREPEAU (the
"Borrower", whether one or more) is entering into an agreement with Mortgagee, dated02/07/2014, for
loan in the principal amount of
SEVENTY-FIVE THOUSAND DOLLARS AND 00 CENTS
Dollars, (\$ 75,000.00) (such agreement being referred to herein as the "Agreement"), which obligate
Borrower to repay the loan not later than by a maturity date of February 02, 2044, or sooner, all according to
certain payment requirements, including interest and other charges as set forth in the Agreement.
the Lake County Recorder!
NOW, THEREFORE, IN CONSIDERATION of the Agreement and any and all indebtedness incurred thereunder
intending to be legally bound hereby, and to secure to Mortgagee (a) the repayment of the indebtedness evidenced by the
Agreement, or any one or more renewals, refinancings, modifications, extensions, replacements or substitutions thereof of
of the terms thereof (including but not limited to any substitute or replacement loan agreement or closed end promissor
note) and all interest and charges in connection therewith, (b) the payment of all other sums, with interest thereor advanced in accordance herewith to protect the security of this Mortgage, including but not limited to payment of taxes
assessments, maintenance charges, and insurance premiums, or costs incurred for the protection of the mortgage
premises or the lien of the Mortgage and expenses incurred by Mortgagee by reason of default by Mortgagor under this
Mortgage, and (c) the performance of the covenants and agreements of Borrower contained in the Agreement an
Mortgagor contained in the Mortgage, Mortgagor does hereby mortgage, grant, bargain, sell, and convey to Mortgagee, it
successors and assigns, forever, the following described premises in LAKE County
Indiana:
SEE ATTACHED EXHIBIT "A"
subject to all legal highways, and together with all easements, privileges and appurtenances thereunto belonging, a
estates in reversion or remainder, all rents, issues and profits arising therefrom and all improvements and fixtures of ever
kind, now or hereafter acquired, erected or attached to said premises to secure the performance of the covenants of thi
Mortgage and the repayment of the Agreement and obligations herein described.
Mortgagor covenants that Mortgagor has a good and marketable title in fee simple to the above described premises and
that the same is free and clear from all encumbrances whatsoever except taxes and assessments payable hereafter and
the balance presently due on a certain mortgage held of record by
as AS INSTRUMENT # recorded in the Office of the Recorder of County, Indiana, mortgage records; and will warran
and defend the same with appurtenances unto the Mortgagee, its successors and assigns, forever, against all lawfu
claims and demands whatsoever, except as above noted.
diamic and administration for except ac above noted.
MORTGAGOR FURTHER COVENANTS AND AGREES:
1. To pay the obligation secured hereby as evidenced by the Agreement, (but only for any Mortgagor who is also
borrower under the Agreement) without relief from valuation and appraisement laws, and all taxes, assessments and

IN DEED (PCL)(7/2006) Pg. 1 of 3

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utilities against the mortgaged property as the same shall become due and payable; and to pay when due all indebtedness secured by a lien upon the mortgaged property, or any part thereof, and to pay and properly discharge, at Mortgagor's

expense, the liens of any mechanic, laborer, materialman, supplier or vendor.



CONTINUED FROM REVERSE SIDE

To keep and maintain all buildings now or hereafter situated upon the mortgaged property at all times in good 2 repair and not to commit or suffer to be committed waste upon the mortgaged property. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating and governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and all constituent documents.

3. To keep the mortgaged property insured against loss or damage by fire, windstorm, flood, and such other hazards as Mortgagee requires for the benefit of Mortgagee and the holder of any prior mortgage in the aggregate amount at least equal to the replacement value of the improvements or the total mortgage indebtedness encumbering the mortgaged property (provided that such amount is sufficient to prevent co-insurance provisions being applicable) with insurance companies acceptable to Mortgagee, and to deposit the policies of insurance or copies or other evidence thereof acceptable to Mortgagee with Mortgagee. Mortgagee is hereby authorized to adjust and compromise any loss covered by such insurance, to collect the proceeds thereof, indorse checks and drafts issued therefore in its own name and/or as attorney-in-fact for Mortgagor, and to apply such proceeds as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due or to permit the use of the same for the purpose of rebuilding or repairing the damaged property. Mortgagor shall name Mortgagee as an additional insured or loss payee on all such policies which policies shall contain a 30-day written notice of cancellation clause in favor of Mortgagee.

4. To perform all the covenants on the part of Mortgager to be performed under the provisions of any prior mortgage, and upon failure of Mortgagor to perform such covenants, Mortgagee herein may at its option do so. Mortgagee shall have a claim against Mortgagor for all sums so paid by it for the Mortgagor plus interest as hereinafter provided; it being specifically understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of

the covenants of such prior mortgage shall constitute a breach of a condition of this Mortgage.

5. To make no sale or transfer of the legal title to the mortgaged property or any equitable interest therein without obtaining prior written consent of Mortgagee. Mortgagee is under no obligation to grant consent, other than as may be required by federal law.

6. To pay Mortgagee interest at the rate from time to time in effect as provided for in the Agreement secured hereby on all credit extended and all sums advanced by Mortgagee for the benefit of Mortgagor pursuant to the provisions hereof.

That the Mortgagee is authorized to collect all damages paid and awards made as the result of the appropriation by or in lieu of eminent domain of all or part of the mortgaged property, and apply the net proceeds therefrom as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due.

8. That upon the occurrence of any Termination Event of Default as set forth in the Agreement, and following any notice and/or the expiration of any time period required by law, Mortgagee may declare the indebtedness secured by this Mortgage to be immediately due and payable without further notice or demand, and may foreclose this Mortgage by judicial proceeding in accordance with applicable law. Mortgagee shall be entitled to collect in such proceeding all costs and disbursements to which Mortgagee may become entitled by law in connection with such foreclosure proceeding, including but not limited to Mortgagee's attorney fees to the extent not permitted by applicable law, the costs of updated title searches of title insurance, and the costs of any environmental tests, studies and assessments deemed necessary by Mortgagee.

Mortgagee.

9. That upon commencement of any judicial proceeding to enforce any right under this Mortgage, the court in which such proceeding is brought, at any time thereafter, and without reference to the then value of the mortgaged property, to the use of said property as a homestead or to the solvency or insolvency of any person liable for the indebtedness secured hereby or other grounds for extraordinary relief, may appoint a receiver for the benefit of Mortgagee with power to take immediate possession of the mortgaged property, manage, rent and collect the rents, issues and profits thereof and such rents, issues and profits when collected may be applied toward the payment of any indebtedness then due and secured hereby and the costs, taxes, insurance or other items necessary for the protection and preservation of the mortgaged property including the expenses of such receivership.

property, including the expenses of such receivership.

10. That each of the covenants and agreements hereof shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of Mortgager and Mortgager herein. Mortgager has the right to assign this Mortgage, and the obligations secured hereby, without notice to Mortgagor except as may be required law. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the mortgaged property is located, except that if the Agreement secured hereby specifies the law of a different jurisdiction as governing, such law shall be the applicable law governing the interest rate, fees, charges, and other terms of the credit transaction secured hereby. The foregoing sentence shall not limit the applicability of federal law to this Mortgage or the obligation secured hereby. If more than one person is a Mortgagor, all covenants and agreements of Mortgagor hereunder shall be joint and several. Any Mortgagor who signs this Mortgage, but does not sign the Agreement secured hereby (a) is signing this Mortgage only to mortgage, grant, bargain, sell and convey that Mortgagor's interest in the mortgaged property to Mortgagee under the terms of this Mortgage, (b) is not personally liable on the Agreement or this Mortgage, and (c) agrees that Mortgagee and any other holder of this Mortgage may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the obligations secured hereby without notice to that Mortgagor or that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the mortgaged property.

That this Mortgage shall remain in full force and effect notwithstanding any renewal, refinancing, modification, extension, replacement or substitution of the Agreement or of the terms thereof (including but not limited to any substitute

or replacement credit line agreement or closed-end promissory note).

That no delay by Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as Mortgagor is in default hereunder, and no failure of Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by Mortgagor hereunder. Mortgagee may enforce any one or more of its rights or remedies herein successively or concurrently. If the lien of this Mortgage is invalid or unenforceable as to any part of the obligations hereby secured or as to any part of the mortgaged property, the unsecured or partially secured portion of the obligations shall be completely paid prior to the payment of the secured or partially secured portion of the obligations hereby secured. In the event any provision of this Mortgage is deemed invalid or unenforceable for any reason, such invalidity shall not affect the other provisions of this Mortgage, which shall be deemed severable and shall remain in full force and effect.

Mortgagor shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the mortgaged premises. Mortgagor shall not do, or allow anyone else to do, anything affecting the mortgaged premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the mortgaged premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the mortgaged premises. As used in this paragraph, "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 used in this paragraph "Environmental Law" means federal laws and laws of the jurisdictions in which the mortgaged premises is located that relate to health, safety or environmental protection.

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PROVIDED ALWAYS that these presents are upon the following conditions: That upon payment in full of all amounts secured by this Mortgage, including but not limited to payment in full of all indebtedness incurred under the Agreement, or any renewal, refinancing, modification, extension, replacement or substitution thereof or of the terms thereof, and provided that Mortgagor is permanently unable to obtain further loan advances thereunder and Mortgagor has returned all access devices to Mortgagee, including but not limited to any credit cards or unused checks, and all outstanding checks, credit card purchase tickets, or other items have been paid then Mortgagee shall release this Mortgage, without charge to Mortgagor, except that Mortgagor shall pay the cost of recording any release or satisfaction of this Mortgage.

Mortgagor and any spouse of any Mortgagor who signs this Mortgage (whether or not such spouse is named in this Mortgage as a Mortgagor) do hereby waive, remise, release, and forever quitclaim unto Mortgagee any homestead or other exemption rights with respect to the mortgaged property and all rights of dower in and to the mortgaged property, all to the extent permitted by applicable law.

IN WITNESS WHEREOF; this Mortgage has been executed at 742 day of Feb Mortgagor(s) CREPEAU GERALD CREPEAU DENISE M. CREPEAU A.K.A. DENISE CREPEAU STATE OF INDIANA, COUNTY OF Before me, a Notary Public in and for said County and State, personally appeared ke County Recorder! GERALD A. CREPEAU, A.K.A. GERALD CREPEAU AND DENISE M. CREPEAU, A.K.A. DENISE CREPEAU, HUSBAND AND WIFE and acknowledged the execution of the foregoing instrument a representations therein contained are true and correct. foregoing instrument and who, having been duly sworn, stated that any Witness my hand and Notarial Seal this My Commission Expires: Return this Instrument to: The Huntington National Bank P.O. Box 122620 - SW30 (Printed nan Notary Public Covington, KY 41012-9956 Resident of This instrument was prepared by: (Name) I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law: (Name) Pamela M. Rodrigue ent Of Lake County, IN

02/05/2014 - 12:14:11 30640211122050 IN DEED (PCL) (7/2006) Pg. 3 of 3



EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 22857097 Order Date : 12/19/2013

Reference: 99457386

Name: GERALD CREPEAU

Deed Ref: 2003119523

Index #: Registered Land:

Parcel #: 45-18-123-000-120.000-037

SITUATED IN LAKE COUNTY, INDIANA:

THE NORTH 455.75 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, 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. 2003119523, OF THE LAKE COUNTY, INDIANA RECORDS.

