

3

Recorded At The Request Of:  
TITLE365  
345 Rouser Road  
Ste. 602  
Coraopolis, PA 15108

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 058569

2016 AUG 29 AM 8:33

When Recorded Mail To:  
TITLE 365  
345 Rouser Road  
Ste 602  
Coraopolis, PA 15108  
Ln#621927011 IP #3050496

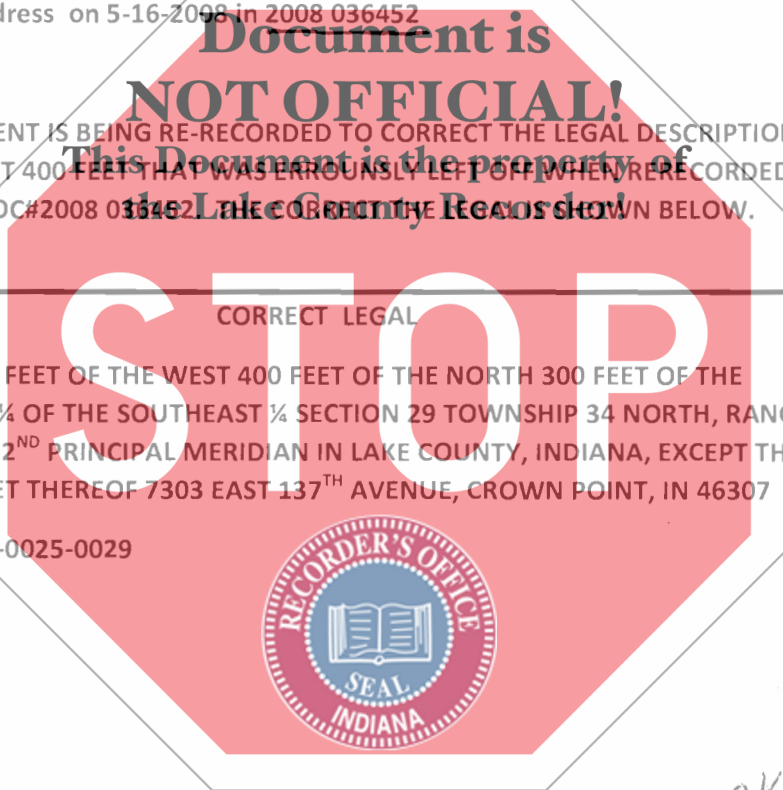
MICHAEL B. BROWN  
RECORDER

REAL ESTATE MORTGAGE

COVER PAGE

Originally Recorded on – May 30, 2006 in 2006 045735 then rerecorded to correct name and address on 5-16-2008 in 2008 036452

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION TO INCLUDE WEST 400 FEET THAT WAS ERRONEOUSLY LEFT OFF WHEN RERECORDED ON 5-16-2008 IN DOC#2008 036452. **This Document is the property of the Lake County Recorder.**



CORRECT LEGAL

THE EAST 160 FEET OF THE WEST 400 FEET OF THE NORTH 300 FEET OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ SECTION 29 TOWNSHIP 34 NORTH, RANGE 7, WEST OF THE 2<sup>ND</sup> PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, EXCEPT THE NORTH 30 FEET THEREOF 7303 EAST 137<sup>TH</sup> AVENUE, CROWN POINT, IN 46307

TAX ID#11-00-0025-0029

CK#  
5283  
2  
5425  
2 Ref E Ca  
\$20

2008 036452

2008 MAY 16 PM 12:21

MICHAEL A. BROWN  
RECORDER

Reception No. \_\_\_\_\_  
Recorded this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ o'clock \_\_\_\_\_ m.

**REAL ESTATE MORTGAGE**

(This Mortgage secures the described indebtedness and renewals thereof.)

THIS INDENTURE WITNESSETH, that Michael Krzeczowski

\_\_\_\_\_ hereinafter called Mortgagor(s) of Lake County, in the State of  
Indiana, Mortgage(s) and Warrant(s) to American General Finance  
\_\_\_\_\_ hereinafter called Mortgagee, of Lake County, in  
the State of Indiana the following described Real Estate situated in Lake County, in the State  
of Indiana, as follows, to wit:

The east 160 feet of the north 300 feet of the northwest 1/4  
of the southeast 1/4 section 29 township 34 north, range, 7,  
west of the 2nd principal meridian in Lake County, Indiana,  
except the north 30 feet there of

7303 east 137th avenue, Crown Point, IN 46307  
tax ID# 11-00-0025-0029

to secure the repayment of a promissory Note/Agreement (herein referred to as "Note") of even date herewith for the  
principal sum of \$ 142,537 executed by the Mortgagor(s) and payable to the Mortgagee, on or before 360  
months after date, in installments and with interest thereon, all as provided in said Note, and any renewal thereof; the  
Mortgagor(s) expressly agree(s) to pay the sum of money above secured, all without relief from valuation or  
appraisal laws, and with attorneys fees, and upon failure to pay any installment on said Note, or any part thereof,  
at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated,  
then said Note shall immediately be due and payable, and this Mortgage may be foreclosed accordingly; it is further  
expressly agreed by the undersigned, that until all indebtedness owing on said Note, or any renewal thereof is paid,  
said Mortgagor(s) shall keep all legal taxes and charges against said premises paid as they become due, and shall  
keep the buildings and improvements thereon insured for fire, extended coverage, vandalism and malicious mischief  
for the benefit of the Mortgagee. Its interest in said premises shall be subject to a duly assigned in the amount of  
One hundred forty two and five hundred thirty seven thousand

Dollars (\$142,537),  
and failing to do so, said Mortgagee may pay said taxes, charges and/or insurance, and the amount so paid, with  
interest at the rate stated in said Note, shall be and become a part of the indebtedness secured by this Mortgage. If  
not contrary to law, this Mortgage shall also secure the payment of all renewals and renewal Notes hereof, together  
with all extensions thereof.

Mortgagor(s) may elect to have Mortgagee maintain an escrow fund for payment of real estate taxes, assessments,  
insurance premiums, or other obligations that might encumber the Real Estate if not timely paid when due. If  
Mortgagor(s) so elects, Mortgagor(s) shall pay to Mortgagee, on the date each periodic installment payment is due  
under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes  
and assessments and other items which can attain priority over this Mortgage as a lien or encumbrance on the Real  
Estate; (b) leasehold payments or ground rents on the property, if any; (c) premiums for any and all insurance  
required by Lender, including, but not limited to hazard insurance and flood insurance; and (d) mortgage insurance  
premiums, if any, or any sums payable by Mortgagor(s) to Mortgagee in lieu of the payment of mortgage insurance  
premiums. These items are called "Escrow Items." At any time during the term of the Note,  
Mortgagee may require that community association dues, fees, and assessments, if any, be escrowed by  
Mortgagor(s), and such dues, fees and assessments shall be an Escrow Item. Mortgagor(s) shall promptly furnish to  
Mortgagee all notices of amounts to be paid as Escrow Items. Mortgagor(s) shall pay Mortgagee the Funds for  
Escrow Items unless Mortgagee waives the obligation of Mortgagor(s) to pay the Funds for any or all Escrow Items.  
Mortgagee may waive the obligation of Mortgagor(s) to pay Mortgagee Funds for any or all Escrow Items at any time.  
Any such waiver may only be in writing. In the event of such waiver, Mortgagor(s) shall pay directly, when and where  
payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Mortgagee and, if  
Mortgagee requires, shall furnish to Mortgagee receipts evidencing such payment within such time period as  
Mortgagee may require. If Mortgagor(s) become obligated to pay Escrow Items directly and fail to do so, Mortgagee  
may pay such amount and Mortgagor(s) shall then be obligated to repay to Mortgagee any such amount. Mortgagee  
may revoke the waiver as to any or all Escrow Items at any time by mailing a notice to the most current address for  
Mortgagor(s) shown on the records of Mortgagee. Upon such revocation, Mortgagor(s) shall pay to Mortgagee all  
Funds, and in such amounts, that are then required under any terms of this Mortgage or the Note.

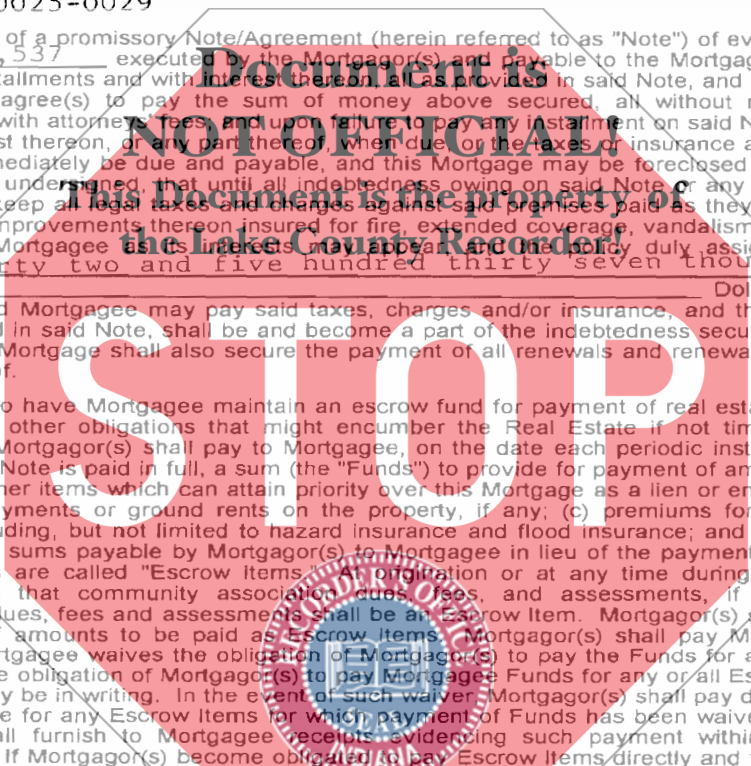
INA461 (01-13-08) Real Estate Mortgage

Grantor Address

American General Finances  
11315 Broadway  
Crown Point IN 46307

1.9700  
#294500503  
105

Reopening Mortgage to correct error of name & address  
Dec. # 2006 045735



Mortgagee may, at any time, collect and hold Funds in an amount (a) sufficient to permit Mortgagee to apply the Funds at the time specified under the federal Real Estate Settlement Procedures Act and implementing regulations (collectively, "RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Mortgagee shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with any applicable law or regulation. Mortgagee shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity or in any Federal Home Loan Bank. Mortgagee may charge Mortgagor(s) a fee to establish the escrow account at closing, if not contrary to applicable law and regulation, but Mortgagee shall not charge Mortgagor(s) for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless (i) Mortgagee pays Mortgagor(s) interest on the Funds, and (ii) such charge is not otherwise prohibited by any applicable law or regulation. Unless an agreement is made in writing or applicable law and regulations require interest to be paid on the Funds, Mortgagee shall not be required to pay Mortgagor(s) any interest or earnings on the Funds. Mortgagor(s) and Mortgagee can agree in writing, however, that interest shall be paid on the Funds. Mortgagee shall give to Mortgagor(s), without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Mortgagee shall account to Mortgagor(s) for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Mortgagee shall notify Mortgagor(s) as required by RESPA, and Mortgagor(s) shall pay to Mortgagee the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve (12) monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Mortgagee shall notify Mortgagor(s) as required by RESPA, and Mortgagor(s) shall pay to Mortgagee the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve (12) monthly payments.

Upon payment in full of all sums secured by this Mortgage, Mortgagee shall promptly refund to Mortgagor(s) any Funds held by Mortgagee.

The Mortgagor(s) for himself (themselves), any heirs, personal representatives and assigns, covenant and agree to pay said Note and interest as they become due and to repay such further advances, if any, with interest thereon as provided in the Note or Notes evidencing such advances. If Mortgagor shall fail to keep the Real Estate in a good condition of repair or shall permit the Real Estate to be in danger of the elements, vandalism or damage from other cause, Mortgagee may take such steps as are necessary in its judgment to protect the Real Estate.

Mortgagor(s) expressly understand(s) and agree(s) that by this Mortgage they hereby assign to the Mortgagee all of Mortgagor(s)' rights and interests in and to all rents or payment on land contracts from any and all tenants or contract purchasers due or to become due from any such tenants or purchasers so long as the indebtedness hereby secured remains unpaid in whole or in part.

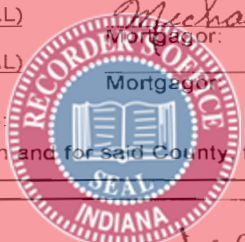
And the Mortgagor(s) covenant(s) that at all times during the continuance of this Mortgage, they will perform all covenants and conditions of all prior and existing mortgages which are principal and interest on any debt or debts secured thereby and Mortgagor(s) agree that in the event of default in the performance of such covenants and conditions then the Mortgagee hereof may declare that any debt hereby secured shall be due and owing in full and Mortgagee may enforce this Mortgage by foreclosure with costs and attorney fees, or otherwise. In the event Mortgagor(s) default(s) in the performance of any obligations secured by a prior and existing mortgage, Mortgagee hereof may at its sole election pay and discharge said prior debt and Mortgage and Mortgagor(s) agree(s) to be indebted to Mortgagee thereof in the additional amount so advanced and this Mortgage shall also secure such additional debt on the same terms and conditions.

And, at the option of the Mortgagee, it shall be lawful for the Mortgagee, who is hereby given and granted full right, license, power and authority, to peacefully enter into and take possession of the premises hereby mortgaged, or any part thereof, and to collect, receive and receipt for all rents, issues and profits thereof; and the Mortgagor(s) agree(s) to deliver to the Mortgagee at any time after default, on request, possession of the mortgaged premises and all leases, papers and records at any time in the possession or control of the Mortgagor(s) pertaining to the premises, and further agree(s) to make, execute and deliver to the Mortgagee all such further assurances as may be proper for perfecting or completing the security hereunder.

IN WITNESS WHEREOF, the said Mortgagor(s) ve hereunto set this hand(s) and seal(s) this 26th day of May, 2006

Witness: [Signature] (SEAL) Michael Krzeczowski (SEAL)  
Witness: [Signature] (SEAL) [Signature] (SEAL)  
Mortgagor

STATE OF INDIANA }  
COUNTY OF } ss: Michael Krzeczowski  
Before me, the undersigned, a Notary Public in and for said County, this 30th day of May, 2006 came Michael Krzeczowski



and acknowledged the execution of the foregoing instrument.

WITNESS OF MY HAND and official seal.  
My Commission expires 12/16/2008  
This instrument was prepared by [Signature] Jeff M. Dawak Notary Public

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. [Signature]  
INA462 (01-13-08) Real Estate Mortgage Employee Name