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10951 Broadur	27
a Pt 46307	TECH HO

ME EQUITY LOAN **REAL ESTATE MORTGAGE** his Mortgage made this <u>5+b</u>

ALSO KNOWN AS SHARON H. SHARON S. SELLAS SELLAS between **JAMES** SELLAS

HUSBAND AND WIFE
of 1444 Autumn Drive, Crown Point, In. 46307
and TECH FEDERAL CREDIT UNION, 10951 Broadway, Crown Point, Indiana 46307 (hereinatter "Mortgagee") (hereinatter "Mortgagor")

WITNESSETH:

That the Mortgagor and Mortgagee have entered into a certain TECH HOME EQUITY LOAN Agreement (hereinafter "Agreement") dated 4-5-19 90, whereby the Mortgagee, subject to default by Mortgagor, has obligated itself to loan monies to the Mortgagor from time to time, as requested by the Mortgagor, which may not exceed the aggregate principal sum of \$ 30,000.00

That the interest rate charged for any monies loaned to Mortgagor by Mortgagee pursuant to said Agreement is based upon a Variable Rate Index.

The interest rate charged is a Variable one and will increase or decrease in the event that the Variable Rate Index increases or decreases from the previous index. The interest rate as computed may change twice a year (on the 15th day of May and the 15th day of November) and will remain in effect until the next actual change date.

The finance charge begins to accrue on the date of each advance and accrues for each day the balance remains unpaid. The unpaid principal balance for each day is multiplied by the daily periodic rate to determine the finance charge for that day. The sum of these charges is the finance charge, The unpaid principal balance is that balance which is on the account at the close of business after all transactions, including payments and new borrowings, have been

The interest charged hereunder shall be on the basis of a 365 day year and charged for the actual number of days elapsed on the daily unpaid principal balance.

If the balance of loans outstanding remains the same, then in the event the interest rate increases, the number of payments will increase and conversely if the interest rate decreases, the number of payments will decrease.

Any changes in the interest rate are mandatory pursuant to said Agreement and any increase therein can reduce the amount of any payment by the Mortgagee that is applied to principal and increase the amount applied to interest. The monthly payments required by said Agreement may not therefore fully amortize the Mortgagor's loan balance within the three (3) year term of the Agreement (should TECK exercise its right to terminate Agreement at the end of the initial three (3) years per the terms of the Agreement.

The recording of this mortgage by the Mortgages, in addition to giving constructive and public notice to all third parties of the lien rights of the Mortgages in the mortgaged property, is also done to inform all subsequent lienholders, whather they be consentual; judicial or statutory, that the Morgagee's obligation to advance funds to the Mortgagor is mandatory pursuant to said Agreement, subject to delault by the Mortgagor, and that any and all future advances mandatory. the Mortgagee to the Mortgagor prior or subsequent to any other lien being placed against the mortgaged property shall be done by any such lienholder with prior notice to it of the Mortgagee's obligation to advance monies to the Mortgagor pursuant to said Agreement

IT: IS THE PURPOSE OF THE MORTGAGEE BY THIS CLAUSE, AND THE RECORDING OF THIS MORTGAGE, TO GIVE NOTICE TO ALL THIRD PARTIES DEALING WITH THE MORTGAGEOR OR THE MORTGAGED PROPERTY OF THE MORTGAGEE'S INTENTION TO ASSERT A PRIOR LIENAS TO ANY AND ALL SUBSEQUENT LIENHOLDERS OF THE MORTGAGED PROPERTY TO THE FULL AMOUNT OF ALL LOANS AND ADVANCES MADE. BY MORTGAGEE TO THE MORTGAGOR OR ON BEHALF OF THE MORTGAGOR PURSUANT TO SAID AGREEMENT AND THIS MORTGAGE; PLUSS ACCRUED INTEREST, COSTS OF COLLECTION AND A REASONABLE ATTORNEY'S FEE, WHETHER SAID LOANS AND ADVANCES ARE: MADE PRIOR TO OR AFTER ANY SUCH LIEN WHICH MAY BE SUBSEQUENTLY PLACED VERSUS THE MORTGAGED PROPERTY.

NOW THEREFORE, to secure to Mortgagee the repayment of (A) any and all indebtedness or liabilities to Mortgagee as evidenced by said Agreement. together with any extensions or renewals thereof, and any other instrument given by Mortgagor to Mortgagee as evidence of or in payment of any indebtedness arising out of said Agreement; (B) any and all other obligations and liabilities now owing or hereafter incurred by Mortgagor to Mortgagee, whether joint or several, primary or secondary, or absolute or contingent, and whether or not related to or of the same class as the specific debt secured herein or secured by additional or different collateral, with the exception of any other indebtedness for personal, family or household purposes if this mortgage is on the Mortgagor's principal dwelling, including a mobile home; (C) the payment of all other sums advanced to protect the security of this mortgage; and (D) the performance of all covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby MORTGAGE AND WARRANT unto the Mortgagee, its successors and assigns, the following described Property located in Indiana Lake County State

Lot 2, Resubdivision of Lots 71 to 74, Both Inclusive and 76 to 80, Both Inclusive, Narvest Manor Unit No. 1, Section 2, in the Town of Schererville, as shown in Plat Book 57, Page 35, in Lake County, Indiana.

TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the property, and all easements, rights, rights-of-way, driveways, alleys, pavement, curbs and street front privileges, rents, issues, profits, royalties, mineral, oil and gas rights and profits, water, water rights and water stock appurtenant to the property; and all fixtures, equipment, apparatus, motors, engines, machinery and building materials of every kind or nature whatsoever now or hereafter located in, on, used or intended to be used in connection with the Property, including, but not limited to, those for the purpose of supplying or distributing heating, cooling, ventilation, power, electricity, gas, air, water and light; and all blinds, shades, curtains, curtain rods, mirrors, cabinets, attached floor coverings, awnings, storm windows, doors, storm doors, screens, antennas, trees, shrubs and plants, plumbing and electrical fixtures and communication systems, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this instrument whether actually physically annexed to the property or not, and all of the foregoing together with said Property are herein referred to as the "Property".