First Bank of Whiting

The beauting a septimologous above.  "You' means the incorpage it is successors and sestings."  "Way'ne. Mal'toy. 6. Batty J. Matoy. 6. Batty J. M	Schererville, IN 46			ting, IN 40	ae ·	<b>C</b> 5
This page not not be provided to the property of the morphy of the form of the morphy	"i" includes each mortgage	or above.	"You" mea	ns the mortgagee, it	s successors and as	signs.
This December is  Cocument is	EAL ESTATE MORTGAGE: For value receive	ed, I, Wayne M	latoy & Betty	J. Matoy,	as husband	LW 3
Schereville  GAL DESCRIPTION: Lot 17 in Flum Creek Village, Block I to Town of Schereville, as recorded in Flat Book 46, page 101 in the Office of the Recorder of Lake County; Indiana.  This Description:  This Description of the Property of Lake County in the County of the County o	ribed below and all rights, easements, approperty in the future be part of the property	ourtenances, rents, loas (all called the "propert	es and existing and fut y").	ure improvements a	ind fixtures that may	l estate d y now or
This Decument is the property of Lake County; Indiana.  This Decument is the property of Lake County; Indiana.  This Decument is the property of Lake County; Indiana.  This Decument is the property of Lake County; Indiana.  This Decument is the property of Lake County; Indiana.  This Decument is the property of Lake County of Lake County; Indiana, and Lake County; Indiana, and Lake County; Indiana, and Lake County of Lake					46375	. /1
This Degreement is the property of the Lake Country in the Degree of the Accordance of the Lake Country in the Accordance of the Country in t	EGAL DESCRIPTION:	(City)		, Indiana	ζ,	•
This Degument is the property of  Incated in						
Included in			ioi in the o	rrice or t	ne Recorder	of
This Degument is the property of  the Lake Count of the Operation of the coverant and warrent title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes a assessments not yet due and applicable, the future due assessments of the coverants and applicable, the future due assessments of the due to the due to the notification of the coverants and the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and sayable on the mortage and the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and sayable on the mortage and all that except a may may principal amount of a mortage and all the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and sayable on the mortage of the security of this mortage and of the coverants and all the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and sayable on the mortage of the security of this mortage of the security of the security of the coverants and all the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and sayable on the mortage of the security of this mortage of the security of the coverants and sayable of the security of the coverants and sayable of the security of the secu	<b>D</b>				3	· •
This Degree is the property of  Itle: I coverant and warrent title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes a essessments not yet due and essessments essessments due to the morpage and it due date thereoff:  OPEN END LINE OP CREDIT  The above obligation is due and payablo on.  If not paid earl The total uppeid belience secting by the morpage and essessment with the date thereoff:  OPEN END LINE OP CREDIT  The above obligation is due and payablo on.  If not paid earl The total uppeid belience secting by the morpage and essessment with the date thereoff:  OPEN END LINE OP CREDIT  The above obligation is due and payablo on.  If not paid earl The above obligation is due to the morpage of the security of this morpage and it ded date thereoff:  OPEN END LINE OP CREDIT  The above obligation is due to the morpage of the security of this morpage or to part and ellother amounts, puts intraces, advanced was the date of the property of the security of this morpage or to part and will be made in accordance on morpage or to part and will be made in accordance on morpage or to part and will be made in accordance on morpage or to part and will be made in accordance on morpage or to part and will be made in accordance on the obligation secured by the morpage or year year year year year.  A variable made in accordance or the obligation secured by the morpage or year year year year.  EMANOWLED MARKEN THE Interest and the obligation secured by the morpage or year year year year year.  EMANOWLED MARKEN THE OF INDIANA.  Wayne Mato)  Ben			e <del>pe</del> rson Management	en e	<b></b>	46
This Degement is the property of  the Lake Count of the Overland and warrent title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes a assessments not yet due and except the mortgage and in any other document incorporated herein. Secured debt, assessed in this mortgage, includes any amount of such instrument or agreement, and if applicable, the future advances due to be advanced of the overlands of such instrument or agreement, and if applicable, the future advances due to be advanced on the mortgage and the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and suyablo on.  If not paid and The town of the country of the country of the mortgage and the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and suyablo on.  If not paid and the country of this mortgage and the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and suyablo on.  If not paid and The town of the country of this mortgage and the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and suyablo on.  If not paid and the country of this mortgage and the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and suyablo on.  If not paid and the country of this mortgage and the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and suyablo on.  If not paid and the country of this mortgage and the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and suyablo on.  If not paid and the country of this mortgage of the security of this mortgage and the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and suyablo on.  If not paid and the country of this mortgage of the security of this mortgage of the security of this mortgage of the paid will be the country of the security of this mortgage of the security o			· · · · · · · · · · · · · · · · · · ·	At a second	7 E 2	TAT
This Degument is the property of  the Lake Count of the Operation of the coverant and warrent title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes a assessments not yet due and applicable, the future due assessments of the coverants and applicable, the future due assessments of the due to the due to the notification of the coverants and the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and sayable on the mortage and the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and sayable on the mortage and all that except a may may principal amount of a mortage and all the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and sayable on the mortage of the security of this mortage and of the coverants and all the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and sayable on the mortage of the security of this mortage of the security of the security of the coverants and all the date thereof):  OPEN END LINE OP CREDIT  The above obligation is due and sayable on the mortage of the security of this mortage of the security of the coverants and sayable of the security of the coverants and sayable of the security of the secu		The state of the s	. 4		ER!	29
This Degument is the property of  The Lowerant and werrent title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes a gasesiments not yet out and gase			· · · · · · · · · · · · · · · · · · ·		T. 20	SE LE
This Degument is the property of  The Lowerant and werrent title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes a gasesiments not yet out and gase					1	N A
This Descript is the property of the Lalic County of the C						7 X
Tele clowards and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes a assessments not yet due and  ECURED DEBT: This morriage secures repayment of the secured dubt and the performance of the covanants and agreements contained this morriages and in any other document horoproteid herein. Secured dubt as used in this morriages, includes any amounts I may of such instrument or agreement, and, and, applicable, the future individuals due to the internance of the covanants and agreements contained this morriage.  The secured debt is evidenced by (describe the instrument or agreement secured by this morriage and the date thereof):  OPEN END LINE OF CREDIT  The above obligation is dub, and payable on the property in the internal property of the covanants and agreements contained any of the covanants and payable on the property in the property of the covanants of the date thereof):  OPEN END LINE OF CREDIT  The above obligation is dub, and payable on the property of the covanants of the date thereof):  Open END LINE OF CREDIT  The above obligation is dub, and payable on the property of the covanants of the date thereof):  Open END LINE OF CREDIT  The above obligation is dub, and payable on the property of the covanants of the date thereof):  Open END LINE OF CREDIT  The above obligation is dub, and payable on the property of the covanants of the date thereof):  Open END LINE OF CREDIT  The above obligation is dub, and payable on the property of the covanants of the date thereof):  Open END LINE OF CREDIT  The above obligation is dub, and payable on the property of the covanants of the date thereof):  Open END LINE OF CREDIT  The above obligation is dub, and payable on the payable of the covanants of the date thereof):  Open END LINE OF CREDIT  Open END LINE OF CR		/ Wocus	ment is			
The clover and an expert title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes a assessments not yet due and	A CONTRACTOR OF THE CONTRACTOR	NOTOF	THICIAI	The state of the s	11 11 11	
Title: I coverant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes a assessments not yet due and assessments not yet as and any other documents incorporated herein. Secured debt assessed in this mortgage, includes any amounts I may of such instrument or agreement, and if applicable, the future advances described because of this mortgage, includes any amounts I may of such instrument or agreement, and if applicable, the future advances described because of this mortgage and the determination of such instrument or agreement, and if applicable the future advances described because.  The secured debt is evidenced by described the instrument or agreement secured by this mortgage and the determination of the coverage and the determination of the co	Trial and the second se	s Document	is the arone	of the		en en skrige. Far en en
COURED DEBT: This mornage sections repayment of the secured dobt and the performance of the downwards and agreements contained this mortgage and in any other document incorporated herein. Secured dobt, as used in his mortgage, includes any amounts I may not more you under this mortgage, in instrument or agreement, and, if a plicable, the future advances described below, any renewal, refinancing, extension or modifiest of such instrument or agreement, and, if a plicable, the future advances described below, any renewal, refinancing, extension or modifiest of such instrument or agreement, and, if not paid early the activate of the content of the doctors of the			the state of the s		The second second	•
CCURED DEBT: This mortgage secures repsyment of the secured debt and the performance of the coverents and agreements contained this mortgage and in any other documents incorporated herein. Secured debt as used in this mortgage, includes any, amounts I may say three we you under this mortgage, and, if applicable the future advances described below, any renewal, refinancing, extension or modificat of such instrument or agreement accured by this mortgage and the date thereof):  OPEN_END_LINE_OF_CREDIT  The above obligation is due, and payable on,  If not pelid earl The total unpaid belance secured by this mortgage and the date thereof):  OPEN_END_LINE_OF_CREDIT  The above obligation is due, and payable on,  If not pelid earl The total unpaid belance secured by this mortgage and the date thereof):  OPEN_END_LINE_OF_CREDIT  The above obligation is due, and payable on,  If not pelid earl The total unpaid belance secured by the mortgage are your performance of the coverage and the date thereof):  OPEN_END_LINE_OF_CREDIT  The above obligation is due, and payable on,  If not pelid earl The interest payable on the obligation secured by this mortgage to protect the security of this mortgage or to perform the secured debt.  If not pelid earl the interest rate on the obligation secured by the mortgage may very according to the terms of that obligation.  If a Young of the lose agreement containing the terms under which the interest rate may very is attached to this mortgage may be an advanced the payable payabl	TLE: I covenant and warrent title to the pi	operty, except for encu	mbrances of record, n	nunicipal and zoning	ordinances, curren	it taxes a
CURED DEBT: This mortage secures repsyment of the accuract debt and the performance of the covenents and agreements contained this mortage in in any other document incorporated herein. Secured debt, as used in this anotyge, includes any amounts the secured developed the covenents and appropriate the performance of the covenents and appropriate any time over you under this mortage in the instrument or agreement or agreement accuracy, any renewal, refinencing, extension or medifical outside the instrument or agreement secured by the mortage and the date thereof):  OPEN_END_LINE_OP_CREDIT  The above obligation is due and payable on the mortage agreement secured by the mortage and the date thereof):  OPEN_END_LINE_OP_CREDIT  The above obligation is due and payable on the mortage agreement secured by the mortage and the date thereof):  OPEN_END_LINE_OP_CREDIT  The above obligation is due and payable on the mortage agreement secured by the mortage of the performance of the	assessments not yet due and	art de la companya d La companya de la co	order to the formation of the so	en de la companya de	Land Comment of the Comment	المحمد وي المحمد
this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage in the secured we you under this mortgage, the instrument or agreement and the described poles.  The secured debt is evidenced by (describe the instrument or agreement secured by this mortgage and the date thereof):  OPEN_END_LINE_OF_CREDIT  The above obligation is due and payable on the foliation of the foliatio	Postation Remarks growth .	AL III	ay may a said			
The above obligation is due and payable on.  The potal unpaid belance secured by this mortage, at any one time, shall not exceed a maximum principal amount of the potal unpaid belance secured by the mortage, at any one time, shall not exceed a maximum principal amount of the covenants and any of the covenants and agreements contained in this mortage to protect the security of this mortage or to perform any of the covenants and agreements contained in this mortage to protect the security of this mortage or to perform any of the covenants and agreement contained in this mortage to protect the security of this mortage or to perform any of the covenants and unlike mortage or to perform any of the covenants. The interest rate on the obligation secured by this mortage may vary according to the terms of that obligation.  A copy of the loen agreement containing the terms under which the interest rate may vary is attached to this mortage?  MAY and COVENANTS: I agree to the terms and covenants contained on both sides of this mortage, in any instruments evidencing coursed debt and in any riders described below and signed by me.  Commercial Construction of Construction of the terms and covenants contained on both sides of this mortage, in any instruments evidencing.  Commercial Construction of Construction of the terms and covenants contained on both sides of this mortage, in any instruments evidencing.  Commercial Construction of Construction of the terms and covenants contained on both sides of this mortage, in any instruments evidencing.  Commercial Construction of the terms and covenants contained on both sides of this mortage, in any instruments evidencing.  Commercial Construction of the terms and covenants contained on both sides of this mortage, in any instruments evidencing.  Commercial Construction of the terms and covenants contained on both sides of this mortage, in any instruments are provided and the covenants.  Commercial Construction of the terms of the te	this mortgage and in any other document time owe you under this mortgage	nent incorporated herei The instrument or agre	n. Secured debt, as use ement described below	ed i <u>n this mortgag</u> e, any renewal, refina	s and agreements of includes any amounting, extension or n	contained nts I may nodificat
The above obligation is due and payable on the potential of the potential					tile date thereof):	
The total unpaid balance secured by this mortgage, a any onatime shall not exceed a maximum principal amount of Twenty Thousand and no for the policy of the coverage of the c		ATTENTO	ER'S		ii let	
The total unpaid balance secured by this mortgage, a any one time shall not exceed a max muon principal amount of Twenty Thousand and no for the country of the coverage of th	The straig obligation is divisited in		10 Marie 10			
and all other amounts, plus interest advanced under the lords at his portugue to protect the security of this mortgage or to perform of the coveragins and represente contained in this mortgage. The above amount is secured even thought all by part of it may not yet be advanced. Future advances are contemplated will be made in accordance with the terms of the note or ben agreement evidencing the secured debt.  A Young of the loen agreement containing the terms under which the interest rate may vary lis attached to this mortgage is made a part hereof.  AND COVENANTS: I agree to the terms and covenants contained on both sides of this mortgage, in any instruments evidencing cured debt and in any riders described below and signed by me.  Commercial Construction:  Construction:  Control of a copy of this mortgage on the date stated above.  Control of a copy of this mortgage on the date stated above.  Control of a copy of the secretary of the part of the terms and covenants contained on both sides of this mortgage, in any instruments evidencing cured debt and in any riders described below and signed by me.  Construction:  Construction:  Control of the copy of the mortgage on the date stated above.  Cook  May 1991, before me,  Wayne Matoy and acknowledged the execution of the foregoing instruments and acknowledged the execution of the foregoing instruments.					11 1101	
any of the coyenants and greements contained in this mort green through a part of it may not yet be advanced. Future advances are contemplated with the terms of the note of loan agreement evidencing the secured debt.  **Exturior Advances: The above amount is ecured even thought a part of it may not yet be advanced. Future advances are contemplated with which will be made in accordance with the terms of the note of loan agreement evidencing the secured debt.  **Exturior Advances: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.  **Exturior Advances: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.  **Exturior Advances: The interest rate on the obligation secured by this mortgage may vary according to the terms of the note of loan agreement evidencing that the interest rate may vary according to the terms of the note of loans agreement evidencing that the interest rate may vary according to the terms of the obligation.  **Exturior Advances: The interest rate on the obligation secured by this mortgage may vary according to the terms of the obligation.  **Exturior Advances: The interest rate on the obligation secured by this mortgage may vary according to the terms of the obligation.  **Exturior Advances: The interest rate on the obligation secured by this mortgage may vary according to the terms of the obligation.  **Exturior Advances: The interest rate on the obligation secured by this mortgage may vary according to the terms of the note of the interest rate may vary according to the terms of the obligation.  **Exturior Advances: The interest rate on the obligation secured by the interest rate may vary according to the terms of the note of the note of the interest rate may vary according to the terms of the note of the not						
Wayne Matoy  May 1991 before me,  Wayne Matoy  Wayne Matoy  May 1991 before me,  Wayne Matoy  Wayne Matoy  Wayne Matoy  May 1991 before me,  Wayne Matoy  Wayne Matoy  May 1991 before me,  Wayne Matoy & Betty Matoy   May 1991 before me,  May 1991 before me,  Wayne Matoy & Betty Matoy   And acknowledged the execution of the foregoing instrume  My rominiation expires: July 25, 1993	any of the covenants and agreements	contained in this morte	1999A			4.
RMS AND COVENANTS: I agree to the terms and covenants containing the terms under which the interest rate may vary is attached to this mortgage a made a part hereof.  RMS AND COVENANTS: I agree to the terms and covenants contained on both sides of this mortgage, in any instruments evidencing cured debt and in any riders described below and signed by me.  Commercial Construction  GNATURES: I acknowledge receipt of a copy of this mortgage on the date stated above.  CKNOWLEDGMENT: STATE OF INDIANA,  On this 8th day of May 1991, before me,  Wayne Matoy Betty Matoy  Bonnie L. Cook  No personally appeared  And acknowledged the execution of the foregoing instruments.  My raminisation expires: 3111y, 251, 1993.	and will be made in accordance wi	th the terms of the note	or loan agreement of	idencing, the secure	d debt.	ntempia
made a part hereof:  RMS AND COVENANTS: I agree to the terms and covenants contained on both sides of this mortgage, in any instruments evidencing cured debt and in any riders described below and signed by me.  Commercial □ Construction □ GNATURES: I acknowledge receipt of a copy of this mortgage on the date stated above.  CKNOWLEDGMENT: STATE OF INDIANA, May 1991, before me,  CKNOWLEDGMENT: STATE OF INDIANA, May 1991, before me,  Wayne Matoy a Betty Matoy  and acknowledged the execution of the foregoing instrume.  My commission expires: Tully 25, 1993						
GNATURES: I acknowledge receipt of a copy of this mortgage on the date stated above.  GNATURES: I acknowledge receipt of a copy of this mortgage on the date stated above.  BELLY O. Matoy  Bonnie County as:  Cook  May new Matoy  Belly O. Matoy  Bonnie L. Cook  My commission expires:  July 25, 1993.  Linda E. Bonin	M A copy of the loan agreeme	nt containing the terms	under which the inter	est(rate may vary is	attached to this mo	ortgage) e
GNATURES: I acknowledge receipt of a copy of this mortgage on the date stated above.  Betty Matoy  Betty Matoy  Lake  SKNOWLEDGMENT: STATE OF INDIANA, May 1991 before me, Bonnie L. Cook  Wayne Matoy & Betty Matoy  Wayne Matoy & Betty Matoy  Linda E. Bonnie L. Cook  Linda E. Bonnie L. Cook	rigery (1997) The Property of the Committee of the Commit		italned on both sides o	f this mortgage, in	any instruments evi	dencing)
GNATURES: I acknowledge receipt of a copy of this mortgage on the date stated above.  Wayne Matoy  Betty Matoy  Betty Matoy  Bonnie County sook  Wayne Matoy & Betty Matoy  May 1991, before me,  Wayne Matoy & Betty Matoy  and acknowledged the execution of the foregoing instrume  My comitties on expires.  My comittee on expires.  My comitties on expires.		* No. 27 4 ab 10. 5 ac 10.00 alb. 10.00				
EKNOWLEDGMENT: STATE OF INDIANA,  On this Sth. day of May 1991 before me,  Wayne Matoy & Betty Matoy  and acknowledged the execution of the foregoing instrume  My commission expires: July 25, 1993  Linda E. Bonie L. Cook	( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )		G. G.			F. 4.3.
CKNOWLEDGMENT: STATE OF INDIANA,  On this 8th day of May 1991 before me, Bonnie L. Cook Wayne Matoy & Betty Matoy and acknowledged the execution of the foregoing instrumed	GNATURES: I acknowledge receipt of a co	py of this mortgade on	the date stated above.		Mary market	
CKNOWLEDGMENT: STATE OF INDIANA,  On this 8th day of May 1991 before me, Bonnie L. Cook Wayne Matoy & Betty Matoy and acknowledged the execution of the foregoing instrumed	Wayne Motor	,		retty)	Maloy	o de
CKNOWLEDGMENT: STATE OF INDIANA,  On this 8th day of May 1991 before me, Bonnie L. Cook Wayne Matoy & Betty Matoy and acknowledged the execution of the foregoing instrumed	wayne Macoy			Belly W. M	acoy /	
On this 8th day of May 1991 before me, Bonnie County & Cook  Wayne Matoy & Betty Matoy  and acknowledged the execution of the foregoing instrume  My commission expires: July 25, 1993  Bonnie L. Cook  Linda E. Bonin	7.50	The second secon	and the second of the second o	Profit contains		, , стн
On this 8th day of May 1991 before me, Bonnie County & Cook  Wayne Matoy & Betty Matoy  and acknowledged the execution of the foregoing instrume  My commission expires: July 25, 1993  Bonnie L. Cook  Linda E. Bonin			i itak	A .	21s	
Wayne Matoy & Betty Matoy  and acknowledged the execution of the foregoing instrume  My commission expires: "July 25, 1993  Bonnie L. Cook  Linda E. Bonin	. Q + h: #0	May	<del>- 1991</del>	Bont	nie L. Cook	
My commission expires: July 25, 1993  Bonnie L. Cook  Linda E. Bonin	On this day of	121 1921 17				
My commission explicits: "July 25, 1993  Bonnie L. Cook  Linda E. Bonin	A CONTROL OF THE PROPERTY OF T	matoy & Bett	<del></del>	ing Servey April 1997	er filmer Programmer	· · · · · · · · · · · · · · · · · · ·
Bonnie L. Cook  Linda E. Bonin			and acknow	wieagea the executi	on of the foregoing	instrume
2. And Andrew And Book and Andrew Landa Extended to the Andrew Andrew Andrew Andrew Andrew Andrew Andrew Andrew	My commission expires: July 25	, 1993	an B.		(NOV)	in the
2. ANG				Die I. (Notary P	ubilio)	· · · · · · · · · · · · · · · · · · ·
NEW CONTROL OF THE PROPERTY AND THE PROP	- compression of the compression of the Compression (1995) A Compressi		and the second second			

## **COVENANTS**

- 1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title: I will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, and other charges relating to the property when due. You may require me to provide to you copies of all notices that such amounts are due and the receipts evidencing my payments. I will defend title to the property against any claims that would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance, I will keep the property insured under terms acceptable to you at my expense and for your benefit. This insurance will includ a standard mortga e clause in your favor. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property. I will keep the property in good condition and make all repairs reasonably necessary. I will give you prompt notice of any loss or damage to the property.
- 5. Expenses. I agree to pay all your expenses, including reasonable attorneys fees, if I breach any covenants in this mortgage or in any obligation secured by this mortgage. I will pay those amounts to you as provided in Covenant 10 of this mortgage.
- .6: Default and Acceleration: If lifeli to make any payment when due or breach any covenants under this mortgage; any prior mortgage or any obligation secured by this mortgage, you may either accelerate the maturity of the secured debt and demand immediate payment or exercise any other remedy, available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits: I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing I may collect and retain the rents as long as I am not in default; if I default, you may, as provided by law, have the court appoint a receiver and the receiver may take possession and manage the property and collect the rents, income and profits. Any rents you collect shall be applied first to the costs of managing the property, including all taxes, assessments, insurance premiums, repairs, court costs and attorneys fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debter as provided in Covenant 1.
- 8. Prior Security litterests. I will make payments when due and perform all other covenants under any mortgage, deed of trust, or other security agreement that has priority over this mortgage. I will not make or permit any modification or extension of any mortgage; deed of trust or other security interest that has priority over this mortgage or any note or agreement secured thereby without your written consent. I will promptly deliver to you any notices I receive from any person whose rights in the property have priority over your rights.
- 9. Leaseholds; Condominiums; Planned Unit Developments, Lagree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or, regulations of the condominium or planned unit development.
- 10. Authority of Mortgagee to Perform for Mertgage. If I fall to perform any of my duties under this mortgage, or any other mortgage, deed a of trust, lien or other security interest that has priority over this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if hacessary to protect your security interest in the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

- Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time on the secured debt.
- 11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
- 12. Condemnation, I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Walver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again. I waive all rights of valuation and appraisement.
- 14: Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I sign this mortgage but do not sign the secured debt I do so only to mortgage my interest in the property to secure payment of the secured debt and by doing so, I do not agree to be personally liable on the secured debt. Laiso agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage of the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefit? of this mortgage shall bind and benefit the quarteeors and assigns of either or both of us.

15.7 Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mall addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release. When I have paid the secured debt; you will release this mortgage without charge to me. I agree to pay all costs to record this mortgage.

~ () · `

V (1)