Security Fall Bank, a PSB 2090 E. Communications Lowell 46356

Gary L. Haupert	
Gary L. Haupert Karen J. Haupert	32022613
15127 Hawthorne Ct	
Cedar Lake, IN. 46	303

SECURITY FEDERAL BANK A FEDERAL SAVINGS BANK

MODTOACEE

"I" includes each mortgagor above.		"Yo	u" means the mortg	agee, its success	ors and ass	igns.
	Came I	11	1 V T	Maria and an Ai		
EAL ESTATE MORTGAGE: For value received, I,	Gary L.	convey to vo	and Karen J. April	Haupert 4, 1992	the real	estate de-
, mortgribed below and all rights, easements, appurtenance by time in the future be part of the property (all called	the "property"	):		nents and fixtur	es that may	now or at-
OPERTY ADDRESS: 15127 Hawthorn	e Ct., Ced	ar Lake,	IN. 46303			<del>,</del> ,
			, tndi	ona		
GAL DESCRIPTION: (City)			·		(Zip Code)	
Lot 18, Greenbriar E in Lake County, Indi	states, as ana.	shown i	n plat book 3	9, page 21		
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NO	TOF	FIC	IAL!	914 914	28	70.00 70.00 10.00
This Doc	ument i	s the ni	coperty of	IR IR		6229 74 81873
		_		III .	•92	υ ω Έ
the La	ake Cou	•		.5	22	,0
located in: Lake						
LE: Il covenant and warrant title to the property, ex	cept for encum	brances of re	cord, municipal and	zoning ordinan	ces, current	taxes and
assessingitis not yet une and						
The second secon		a a go warman ca				344
CURED DEBT: This mortgage secures repayment of this mortgage and in any other document incorr any time owe you under this mortgage, the instru of such instrument or agreement, and, if applica	the secured de porated herein. I ment or agreem ble, the future a	bt and the p Secured debt ant described dvances des	erformance of the co t, as used in this mo d below, any renewal, cribed below.	ovenants and ag rtgage, includes refinancing, ext	reements co any amount ension or m	ntained in ts I may at odification
The secured debt is evidenced by (describe the in	nstrument or ac	preement sec	ured by this mortgag	ge and the date	thereof):	
Equity Line of Credit	A 34 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			/_/		
Dated April 4, 1992 /	Account_#_	9-01-9-00	00180-1			
The above obligation is due and payable on	March	4, 2022			if not r	oaid earlier.
The total unpaid balance secured by this mortga	ge at any one t	ime shall not	exceed a maximum	principal amou	nt of	
The total unpaid balance secured by this mortga Forty Five Thousand and no 00 and all other amounts; plus interest; advanced u	rador the torce	******	Dollars (\$ 45,1	000.00	), p	lus interest
any of the covenants and agreements contained	in this mortgag	je.	gage to protect the s	eculity of this fi	iortgage or	to perioriii
X Future Advances: The above debt is secured e	even though all	or nart of it n	 nav not vet he advan	ced. Future adva	ances are co	ntemplated
and will be made in accordance with the term	ns of the note o	r Ioan agreer	nent evidencing the	secured debt.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	manipiato c
X Variable Rate: The interest rate on the obligat		_			_	
A copy of the loan agreement containi made a part hereof.	ng the terms u	nder which t	he interest rate may	vary is attached	d to this mo	ortgage and
ERS: Commercialn/a			П			
End, E dominiordia E = = = = = = = = = = = = = = = = = =	nd covenants os	ntsinad on t	no front and back sid	as of this morta	ago in any i	nstrument
NATURES: By signing below, I agree to the terms ar lencing the secured debt and in any riders describe	d above and si	gned by me.	I acknowledge recei	pt of a copy of	this mortga	ge.
Den Stages		Ĭ.	1. 2	Hann	A	<u> </u>
Gary L. Haupert	<del></del>	¥	Haren I Hail	nert	- 1 ·	
• •			Karen J. Hau	pert	erie un exer	•
Section & Fed Live	· ·	<u>-</u>		· · · · · · · · · · · · · · · · · · ·		
and San	Y1.	٠,		_		
(NOWLEDGMENT: STATE OF INDIANA,On this 4th day ofApril	take	,1992	, before me,		unty.ss: chman	
	ersonally appea	redG	ary L. Hauper	t and Kare	n J. Hai	ipert
= - <del></del>		1.70	ggi e = e i en en en e i en en e i € e enerr	and the second of	· · · · · · · ·	

Resident of Lake William L. Hedges - Vice President

County, Indiana

INDIANA

8000

and cknowledged the execution of the foregoing instrument.

Sue Ann Bachman
(Type or Print Name)

This instrument was prepared by:

© 1985 BANKERS SYSTEMS, INC., ST. CLOUD, MN (1,800-328-2342), FORM OCP-MTG-IN 3/22/89

4/3/94

'My commission expires:

## 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. Ilnsurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. This insurance will include a standard mortgage 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, l'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 obligations secured by this mortgage. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration. If I fail 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, at your option, accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits. Lassign 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 debt as provided in Covenant 1.
- 8. Prior Security Interests. 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, will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned upit development.
- 10. Authority of Mortgagee to Perform for Mortgager, if I fail to perform any of my duties under this mortgage, or any other mortgage, deed of trust, lien or other security interest that has phority over this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is pecasary 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 or your toy her republished 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 it 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. Waiver. 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 appraisament.
- 14. Joint and Several Liability; Co-signers; Successors and Asserts bound. If 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 not igge 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 or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

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

15. Notice. Unless otherwise required by law, any notice to me shallbe given by delivering it or by mailing it by first class mailiaddressed to me at the Property Address or any other address that itell 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 lihave paid the secured debt in full and all underlying agreements have been terminated, you will, at my request, release this mortgage without charge to me. Except when prohibited by law, I agree to pay all costs to record the release.
- 18. Severability. Any provision or clause of this mortgage or any agreement evidencing the secured debt which conflicts with applicable law will not be effective unless that law expressly or impliedly permits variations by agreement. If any provision or clause of this mortgage or any agreement evidencing the secured debt cannot be enforced according to its terms, this fact will not affect the enforceability of the balance of the mortgage and the agreement evidencing the secured debt.