## 93013302

Indiana, to-wit:

## TECH FEDERAL CREDIT UNION'S SIMPLE INTEREST NOTE **REAL ESTATE MORTGAGE**

This Mortgage made this:	23rd	day of	FEBRUARY	191 93
by and between BRIAN®S	REEVES AND MARY	ANNEREEVES, HUSBAND	AND WIFE	
		ROWN POINT, IN#46307		(hereinafter-"Mortgagor")
	NON, 10951 Broadway, Crow	n Point, Indiana 46307 (hereinalter "	'Mortgagee':)	•

## WITNESSETH

That the Mortgagor and Mortgagee have entered into a certain TECH FEDERAL CREDIT UNION SIMPLE INTEREST NOTE (hereinafter, "Agreement") dated February 23 ,19. 93 , whereby the Mortgagee has obligated itself to loan money to the Mortgagor in the principal , whereby the Mongagee has obligated itself to loan money to the Mongagor in the principal Mortgagor has agreed to pay the Mortgagee a monthly sum of \$' 217.81 sum of \$ 11,000:00L \_ based upon the rate of interest: 28 \_-19:98 February as set out in the Agreement. The date for payment in full under this Agreement is

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

NOT OFFICIAL!

Lot 69 in Indian Ridge Addition Don't Detail the tout pot country Point, as per plat thereof, recorded in Plat Bookha lage 13 ounthe Recorder the Recorder of Lake County, Indiana.

RITTLE INSURANCE

TOGETHER with all buildings, improvements, and tenements now or hereafter elected 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 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".

Mortgagor hereby covenants and agrees with Mortgages as follows: 1; WARRANTY OF RIGHT TO MORTGAGE: Montgagor covenants that Montgagor is tawfully seized of the estate hereby conveyed and has the right to mortgage; grant, convey and assign the Property, and that Montgagor will warrant and defend generally the title to the Property against all claims and demands; subject to any liens; easements, covenants, conditions and restrictions of record listed in a schedule of exceptions to coverage in any title insurance policy insuring Montgagee's interest in the Property. 2. TAXES AND CHARGES, Mortgagor shall pay from time to time, when due, and before any penalty attaches, all general and special taxes and assessments, water and sewer charges and taxes, and all other public charges imposed or assessed against the Property or arising in respect to the assessments, water and sewer charges and taxes, and all other public charges imposed or assessed against the Property or arising in respect to the assessments, water and sewer charges and taxes, and all other public charges, upon request by Mortgagee, all notices, bills and statements use; occupancy or possession thereof, Mortgagor shall, upon request by Mortgagee, promptly furnish Mortgagee receipts evidencing such received by Mortgagor of amounts so due, and Mortgagor shall, upon request by Mortgagee, promptly furnish Mortgagee receipts evidencing such payments. Mortgagor may in good faith contest at its own expense the validity of any tax, assessment or charge provided Mortgagor pays the same payments. Mortgagor may in good faith contest at its own expense the validity of any tax, assessment or charge provided Mortgagor pays the same payments. Mortgagor may in good faith contest at its own expense the validity of any tax, assessment or charge provided Mortgagor pays the same payments. 3: INSURANCE. Mortgagor shall keep all buildings and improvements existing or hereafter effected on the Property insured against fire, lightning, windstorm, vandalism, malicious damages and any such other hazards included within the term "extended coverage"; together with such other hazards, windstorm, vandalism, malicious damages and any such other hazards included within the term "extended coverage"; together with such other hazards, windstorm, vandalism, malicious damages and any such periods as Mortgages may from time to time reasonably require. Mortgagor shall keep all liabilities and contingencies in such amounts and for such periods as Mortgages in a Flood Hazard Zone. Mortgagor shall obtain premises buildings and improvements insured against loss by damage by flood if the Property is located in a Flood Hazard Zone. Mortgagor shall obtain premises buildings and improvements insured against loss by damage by flood if the Property is located in a Flood Hazard Zone. Mortgagor shall obtain premises to the improvements insured against loss by damage by flood if the Property is located in a Flood Hazard Zone. Mortgagor shall obtain premises. All insurance policies and renewals thereof shall be issued by carriers satisfactory to the Mortgagee, and shall include a standard mortgage clause, loss payee clause; or endorsement in favor of the Mortgagee and in a form and substance acceptable to the Mortgagee. Each such policy shall not be cancellable by the insurance company without at least thirty (30) days prior written notice to the Mortgagee. Any such insurance policy shall be in a sum sufficient to pay in full the cost of repairing and replacing the buildings and improvements on the Property and in no event shall be less than the maximum amount that the Mortgagee is obligated to loan to the Mortgager pursuant to said Agreement secured hereby. The Mortgagee shall deliver the original of any such policy to the Mortgager to be held by it. The Mortgager shall promptly turnish to Mortgagee, on request, all renewal notices and receipts for paid promiums. At least thirty (30) days prior to the expiration date of any such policy, Mortgager shall deliver to Mortgagee any such renewal policy. In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagoe. Mortgagor authorizes and empowers Mortgagoe as attorney-in-test for Mortgagor to adjust and compromise any claim under any such insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, to endorse and deposit any insurance checks or drafts any action arising from such insurance policies, to collect and receive insurance proceeds, to endorse and deposit any insurance contained in the collection of such proceeds; provided however, that nothing payable to Mortgagor, and to deduct therefrom Mortgagoe is expense or take any action hereunder, nor prevent the Mortgagoe from asserting contained in this Paragraph 3 shall require Mortgagoe to incur any expense or take any action hereunder, nor prevent the Mortgagoe from asserting any independent claim or action versus any such insurance carrier in its own name. The insurance proceeds after the deduction of the Mortgagee's expenses incurred in collecting the same, shall be applied to the payment of the sums secured by this instrument; whether or not their due with the balance, it any, to Mortgagor. Any such application of the proceeds shall not extend or postpone the due dates of the payments or criange the amounts of such install reads provided by said Agreement. If the Property is sold extend or postpone the due dates of the payments or criange the amounts of such install reads all of the right title and interest of Mortgagor pursuant to Paragraph 12 hereof or if Mortgagor acquires title to the Property, Mortgagee shall have all of the right title and interest of Mortgagor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition. 4. PRESERVATION AND MAINTENANCE OF PROPERTY. Meritanger (A) shall not commit waste or permit impairment or deterioration of the Property including erly, make any material alterations therein, nor demolish or remove the same; (B) shall not abandon the Preperty, (C) shall keep the Property including the improvements thereon in good/repair, (D) shall not increase to otherwise encumber ner allow any judgment itens, tax tiens or mechanic's liens to improvements thereon in good/repair, (D) shall not increase to otherwise encumber ner allow any judgment itens, tax tiens or mechanic's liens to improvements thereon in good/repair, (D) shall not increase to the imposed against the Property, (E) shall promptly pay when due any indebtedness which may be secured by any other mortgage, iten or charge on the Property, (F) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (G) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Property, the security to this instrument or the rights or powers of Mortgagee. 5. USE OF PROPERTY: Unless required by applicable law or unless Mortgagee has otherwise agreed in writing. Mortgagor shall not allow changes in the use for which all'or any part of the Property was intended at the time this instrument was executed. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Property without Mortgagee's prior written consent.

6. PROTECTION OF MORTGAGEE'S SECURITY. If Mortgagor fails to perform the covenants and agreements contained in this instrument, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Mortgagoe therein, then Mortgagoe at Mortgagoe's option may disburse such sums, may make such appearances and take such action as Mortgagoe deems necessary in its sole discretion, to protect Mortgagoe's interest of interest of

Any amounts disbursed by Mortgagee pursuant to this Paragroph 5 shall become additional indebtedness of Mortgagor secured by this instrurient. Such amounts shall be immediately due and payable and shall be subrogated to the rights of the holder of any lien to be discharged, in whole
or in part; by the Mortgagee. Nothing contained in this Paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder. It
Mortgagee makes any payment authorized by this Paragraph 6 including but not limited to, taxes, assessments, charges, liens, security interests or
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Mortgagee makes any payment authorized by this Paragraph 6 including but not limited to, taxes, assessments, charges, liens, security interests or
insurance premiums, Mortgagee may do so according to any notice, bill, statement or estimate received from the appropriate party without inquiry
into the accuracy or validity of such notice, bill statement or estimate, the payment of any such sums by the Mortgagor shall not be deemed a waiver
of Mortgagee's right to accelerate the maturity of the indebtedness secured by this instrument and degrare this instrument in default, and failure to
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8. CONDEMNATION. Mortgagor shall promptly notify Mortgagee of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof; and Mortgagor shall appear in and prosecute any such action or proceeding unless otherwise directed by Mortgagee in writing. Mortgagor authorizes Mortgagee, at Mortgagee's option, as attorney-in-fact for Mortgagor, to commence, appear in and proby Mortgagee in writing. Mortgagor authorizes Mortgagee, at Mortgagee's option, as attorney-in-fact for Mortgagor, to commence, appear in and proby Mortgagee in writing. Mortgagor shall appear in and prosecute any condemnation or other taking of the Property, whether direct secute, in Mortgagee's or Mortgagor's name, any action or proceeding relating to any condemnation or other taking. The proceeds of any award, payment or claim or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for indirect, and to settle or compromise any claim in connection with such condemnation or other taking, whether direct or indirect; of the Property, or part thereof, for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect; of the Property, or part thereof, for damages, direct or consequential, in connection with any condemnation or other taking.

In the event of a taking of the Property, Mortgagor authorizes Mortgagee to apply such awards, payments, proceeds or damages, after the deduction of Mortgagee's expenses incurred in the collection of such amounts to payment of the sums secured by this instrument, whether or not then due, if any, to Mortgagor. Any application of the proceeds shall not extend or postpone the due date of the monthly installments or change the amount of such installments referred to in said Agreement. Mortgagor agrees to execute such further evidence of assignment of any awards, proceeds, damages or such installments referred to in said Agreement. Mortgagor agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Mortgagee may require.

9. TRANSFERS: Mortgagor shall not sell or transfer all or any part of said Property, grant an option to purchase the same, lease the Property, sell the same by contract, transfer occupancy or possession of the Property, nor sell or assign any beneficial interest or power of direction in any land trust which holds title to the Property without the prior written consent of the Mortgagee.

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind the respective successors and assigns of Mortgagor, subject to the provisions of Paragraph 10 hereof, and rights and privileges of the Mortgagoe shall inure to the benefit of its payees, holders, successors and assigns. All covenants and agreements of Mortgagor shall be joint and the Mortgagoe shall inure to the benefit of its payees, holders, successors and assigns. All covenants and agreements of Mortgagor shall be joint and several, in exercising any rights hereunder or taking any actions provided for herein, Mortgagoe may act through its employees, agents or independent several, in exercising any rights hereunder or taking any actions provided for herein, Mortgagoe may act through its employees, agents or independent several, in exercising any rights hereunder or taking any actions provided for herein, Mortgagoe may act through its employees, agents or independent several. In exercising any rights hereunder or taking any actions provided for herein, Mortgagoe may act through its employees, agents or independent several. In exercising any rights hereunder or taking any actions provided for herein, Mortgagoe may act through its employees, agents or independent several. In exercising any rights hereunder or taking any actions provided for herein, Mortgagoe may act through its employees, agents or independent several. In exercising any rights hereunder or taking any actions provided for herein.

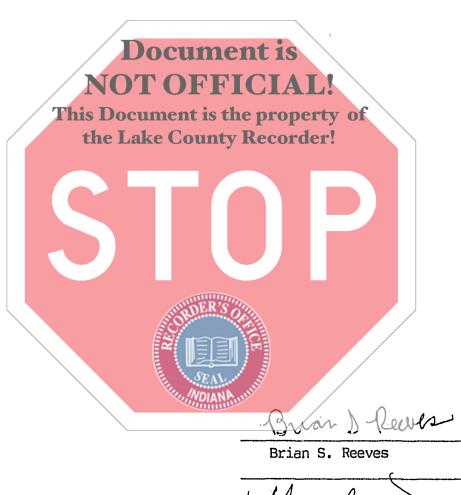
11. GOVERNING LAW; SEVERABILITY. This instrument shall be governed and enforced by the laws of the State of Indiana except where the Mortgagee by reason of a law of the United States or a regulation or ruling promulgated by an agency supervising the Mortgagee is permitted to have or enforce certain provisions in this instrument them in that event the Mortgagee may elect to have those provisions of this instrument enforced in according with the laws of the United States. In the event that any provision of this instrument or the Agreement conflicts with applicable law, such conflict shall not with the laws of the United States. In the event that any provision of this instrument or the Agreement of this instrument or the Agreement which can be given effect without the conflicting provisions, and to this end the provisions of this instrument and the Agreement are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor is interpreted so that any charge provided for in this instrument or in the Agreement, whether considered separately or together with other charges levied in connection with this instrument and the Agreement, violates such law, and Mortgagor is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Mortgagee in excess of the law, such charges is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Mortgagee in excess of the samounts payable to Mortgagee pursuant to such charges as reduced shall be applied by Mortgagee to reduce the principal of the indebtedness evidenced by the Agreement. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor has been violated, all indebtedness which is secured by this instrument or evidenced by the Agreement to be allocated stated term of the Agreement.

12. DEFAULT; ACCELERATION; REMEDIES, Upon Mortgagor's default of any covenant, warranty, condition or agreement of Mortgagor in this Instrument, including but not limited to, the covenants to pay when due any sums secured by this Instrument; or the default by Mortgagor of any one or more of the events or conditions defined as an Event of Default in the Agreement secured hereby, or in any other obligation secured by this mortgage, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may foreclose this instrument by judicial proceedings and may invoke any other remedies permitted by applicable law or provided herein. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's fees, appraisal fees, expert witness fees, costs of court reporters, travel expenses, cost of documentary evidence, abstracts and title reports.

The Mortgages shall also be entitled to collect all costs and expenses, including but not limited to, reasonable attorney's fees, incurred by Mortgages in connection with (A) any proceedings, without limitation, probate; bankruptcy, receivership or proceedings to which the Mortgages may be a party, either as plaintiff, claimant or defendant by reason of this instrument or any indebtedness secured hereby; (B) preparation of the commencement of a suit for foreclosure of this instrument after accrual of the right to foreclose whether or not actually commenced; or (C) the defense of this mortgage in any proceeding instituted by any other lienholder. All costs, expenses and attorney's fees when incurred or paid by Mortgages shall become additional indebtedness secured by this instrument and which shall be immediately due and payable by Mortgagor with interest at the rate stated in said Agreement.

13. MISCELLANEOUS. (A) The word "Mortgagor," as used herein shall include all persons executing this mortgage and the word. Mortgagee! shall mean its respective successors and assigns. The singular shall mean the plural and the plural shall mean the singular and the use of any gender shall be applicable; to all genders; (B) any forebearance by Mortgagee (in exercising any right or remedy hereunder or otherwise afforded by applicable; law or equity, shall not be a waiver of or preclude; the exercise of any such right or remedy; (C) each remedy provided for in this instrument is distinct and cumulative to all other rights and remedies under this instrument or afforded by applicable; law or equity; and may be exercised concurrently, independently or successively in any order whatsover; (D) that no change, amendment or modification of this instrument shall be valid unless in writing and signed by the Mortgagor and Mortgagee or their respective successors and assigns:

IN:WITNESS WHEREOF, Mortgagor has executed this instrument the date and year set forth above.



		ANAMAN ROCKES	
		Brian S. Reeves	SEAL
		Hazu bestoones	SEAL
		Mary Ann Reeves	SEAL
STATE OF INDIANA ) ) SS:			**
COUNTY OF Lake			ii.
personally appeared:	ed, a Notary Public in and for said County	and the second s	19.93
and acknowledged execution o			20 2
My Commission Expires: 4-12-93	<del></del>	Shire y Lin	
My County of Residence:		Shirley L. Haney	
		Typed or Printed Signature	
This Instrument Prepared By:	V. Cantrell		
	Credit Union Mortgage Serv	vice	
Mail To:	2476 W Lincoln Merr., IN		