

Credit Union Mtg. Assoc.  
2476 W. Lincoln Hwy. Mkt.

93013302

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

This Mortgage made this 23rd day of FEBRUARY, 1993  
by and between BRIAN S. REEVES AND MARY ANN REEVES, HUSBAND AND WIFE  
of 1544 WEST 98th PLACE, CROWN POINT, IN 46307 (hereinafter "Mortgagor")  
and TECH FEDERAL CREDIT UNION, 10951 Broadway, Crown Point, Indiana 46307 (hereinafter "Mortgagee")

**WITNESSETH:**

That the Mortgagor and Mortgagee have entered into a certain TECH FEDERAL CREDIT UNION SIMPLE INTEREST NOTE (hereinafter "Agreement") dated February 23, 1993, whereby the Mortgagee has obligated itself to loan money to the Mortgagor in the principal sum of \$ 11,000.00. Mortgagor has agreed to pay the Mortgagee a monthly sum of \$ 217.81 based upon the rate of interest as set out in the Agreement. The date for payment in full under this Agreement is February 28, 1998.

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 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.

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 Lake Indiana, to-wit:

Lot 69 in Indian Ridge Addition, Unit 2 to the City of Crown Point, as per plat thereof, recorded in Plat Book 51 page 19, in the Office of the Recorder of Lake County, Indiana.



**TICOR TITLE INSURANCE**  
Crown Point, Indiana

STATE OF INDIANA / S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD  
MAR 1 11 15 AM '93  
SARJEL ORLICH  
RECORDER

174832

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".

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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 Mortgagee shall also be entitled to collect all costs and expenses, including but not limited to, reasonable attorney's fees, incurred by Mortgagee in connection with (A) any proceedings, without limitation, probate, bankruptcy, receivership or proceedings to which the Mortgagee 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 Mortgagee 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 forbearance 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 whatsoever; (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.



*Brian S. Reeves*

Brian S. Reeves

SEAL

*Mary Ann Reeves*

Mary Ann Reeves

SEAL

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Lake )

Before me the undersigned, a Notary Public in and for said County and State, this 23rd day of February, 1993 personally appeared:

Brian S. Reeves and Mary Ann Reeves, husband and wife  
and acknowledged execution of the foregoing Mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:

4-12-93

My County of Residence:

Lake

*Shirley L. Haney*  
NOTARY PUBLIC

Shirley L. Haney

Typed or Printed Signature

This Instrument Prepared By: V. Cantrell

Credit Union Mortgage Service

2476 W Lincoln

Merr., IN

Mail To: \_\_\_\_\_