**TECH FEDERAL CREDIT UNION'S** SIMPLE INTEREST NOTE

Credit Union May Service 2476 West Linear Howy

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	This Mortgage made this _	R. per 20th	day of	Mav	19.93
_	by and between D	onald M. Ready and Car	rie M. Ready, husba	ind and wife	,,,,
	of2	47 Crestview Lane Crow	wn Point, IN. 4630	7	_ (hereinafter "Mortgagor")
	and TECH FEDERAL CREDIT!	UNION, 10951 Broadway, Crown Point	Indiana 46307 (hereinafter "Mc	orlgagee")	- (noronanor mongogor /

**REAL'ESTATE MORTGAGE** 

## WITNESSETH:

That the Mortgagor and Mortgagee have entered into a certain TECH FEDERAL CREDIT UNION SIMPLE INTEREST NOTE	(hereinafter "Agree-
That the Mortgagor and Mortgagee have entered into a certain TECH FEDERAL CREDIT UNION SIMPLE INTEREST NOTE ment" dated	gagor in the principal
sum of \$ 10.000.00 Mortgagor has agreed to pay the Mortgagee a monthly sum of \$ 198.25 based up	on the rate of interest
as set out in the Agreement. The date for payment in full under this Agreement is	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.

Indiana, to-wit:

## NOT OFFICIAL!

This Document is the property of

The Westerly 62 diseffect of Chartesterly 89 diseffect of Lot 1 in Crestview Estates, in the City of Crown Point, as per plat thereof, recorded in Plat Book 30, page 67, in the Office of the Recorder of Lake County, Indiana, as amended by Certificate of correction recorded in Miscellaneous Record 637, page 468.



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 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, ventiliation, 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". herein referred to as the "Property".

Mortgagor hereby covenants and agrees with Mortgagee as follows: 1. WARRANTY OF RIGHT TO MORTGAGE. Mortgagor covenants that Mortgagor is lawfully selzed of the estate hereby conveyed and has the right to mortgage, grant; convey and assign the Property, and that Mortgagor 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 Mortgagee's interest in the Property. 2. TAXES AND CHARGES. Mortgager 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 use, occupancy or possession thereof. Mortgager shall promptly furnish to Mortgagee, upon request by Mortgagee, all notices, bills and statements received by Mortgager of amounts so due, and Mortgager shall, upon request by Mortgagee, promptly furnish Mortgagee receipts evidencing such payments. Mortgager may in good faith contest at its own expense the validity of any tax, assessment or charge provided Mortgager pays the same in full under protest or deposits said sum with the Mortgagee as security for payment thereof. 3. INSURANCE. Mortgagor shall keep all buildings and improvements existing or hereafter erected on the Property insured against lire, lightning, windstorm, vandalism, malicious damages and any such other hazards included within the term "extended coverage", together with such other hazards, liabilities and contingencies in such amounts and for such periods as Mortgagor may from time to time reasonably require, Mortgagor shall keep all buildings and improvements insured against loss by damage by flood if the Property is located in a Flood Hazard Zone, Mortgagor shall obtain premises liability insurance with respect to the Property in an amount acceptable to the Mortgagor. 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 furnish to Mortgagee, on request, all renewal notices and receipts for paid premiums. At least thirty (30) days prior to the expiration date of any such policy, Mortgager shall deliver to Mortgagee any such renewal policy. any such renewal policy. In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagor. Mortgagor authorizes and empowers Mortgagor as alterney-in-fact 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 payable to Mortgagor, and to deduct therefrom Mortgagoe's expenses incurred in the collection of such proceeds; provided however, that nothing payable to Mortgagor, and to deduct therefrom Mortgagoe's expenses incurred in the collection of such proceeds; provided however, that nothing 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 pame. 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 then due with the balance, if any, to Mortgager. Any such application of the proceeds shall not extend or postpone the due dates of the payments or change the amounts of such installments provided by said Agreement. If the Property is sold extend or postpone the due dates of the payments or change the amounts of such installments provided by said Agreement. If the Property is sold pursuant to Paragraph 12 hereof or if Mortgagee acquires title to the Property, Mortgagee shall have all of the right, this and interest of Mortgager and in and to any insurance policies and uncarned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such a security the proceeds and uncarned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such a security the proceeds and uncarned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such a security the proceeds and uncarned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such a security that the proceeds are all the proceeds resulting from any damage to the payments of the payme 4. PRESERVATION AND MAINTENANCE OF PROPERTY. Mortgager (A) shall not commit waste or permit impairment or deterioration of the Property make any material alterations therein, not demolish or remove the same; (B) shall not abandon the Property (C) shall keep the Property including, erry, make any material alterations therein, not demolish or remove the same; (B) shall not abandon the Property. (C) shall keep the Property including, improvements thereon in good repair, (D) shall not abandon the Property any judgment pliens, tax liens or mechanic's liens to be imposed against the Property, (E) shall promptly pay when due any indebtedness which may be secured by any other mortgage, lien or charge on the Property, (F) shall comply with all laws, ordinances, regulations and requirements of any povernmental body applicable to the Property, (G) shall give notice in writing to Mortgage of and, unless otherwise directed in writing by Mortgage, appear in and defend any action or proceeding purporting to affect the Property, the security to this instrument or the rights or powers of Mortgage. 5. USE OF PROPERTY. Unless required by applicable law or unless Mortgages has otherwise agreed in writing. Mortgager shall not initiate or acquiesce in the use for which all or any part of the Property was intended at the time this instrument was executed. Mortgager 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 falls to perform the covenants and agreements contained in this listrument, or if any action or proceeding is commenced which affects the Property or life 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.

Any amounts disbursed by Mortgagee pursuant to this Paragraph 6 shall become additional indebtedness of Mortgagor secured by this instrument. 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. If Mortgagee makes any payment authorized by this Paragraph 6, incleding but not lighted to, taxes, assessments, charges, liens, security interests or Mortgagee makes any payment authorized by this Paragraph 6, incleding but not lighted 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 declare this instrument in default, and failure to so act shall not be considered as a waiver of any right accuring to Mortgagee on account of any default becomes of the Property at all reasonable times and access thereto shall be permitted for that purpose by the Mortgagor.

8. CONDEMNATION, Mortgagee shall promptly polity Mortgagor of any action or proceeding relating to any condemnation or other taking, whether

8. CONDEMNATION. Mortgagor shall promptly notify Martgagoe 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 Mortgagoe in writing. Mortgagor authorizes Mortgagoe, at Mortgagoe's option, as attorney-in-fact for Mortgagor, to commence, appear in and prosecute, in Mortgagoe's or Mortgagor's name, any action or proceeding relating to any condemnation or other taking of the Property; whether direct 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 damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof

or indirect, and to settle or compromise any claim in connection with audit condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Mortgagee.

In the event of a taking of the Property, Mortgagor authorizes Mortgages to apply such awards, payments, proceeds or damages, after the deduction of Mortgagoe'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 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 blind 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 several; in exercising any rights hereunder or taking any actions provided for herein, Mortgagoe may act through its employees, agents or independent contractors as authorized by Mortgagoe. The captions and headings of the paragraphs of this instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

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 then 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 and the Agreement which can be given effect without the conflicting provisions, and to this end the provisions of this effect other 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, proviously paid to Mortgagee in excess of the law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, proviously paid to Mortgagee in excess of the law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, proviously paid to Mortgagee in excess of the law, such charges be in 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 consti

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'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, appraisatives, 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.

