(page 1 of 2) INDIANA

Shawn A. Lucas 428 N. Joliet St. 93044727

#0bart, In=46342 #71-070210=0

This instrument was prepared by: \_\_\_\_\_Barbara\_Silingas

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MORTGAGOR

MORTGAGEE

eal estate described below and all right anytime in the future be part of the	this assembnis anniidenaance	mortgage, grant and c , rents, leases and exis ).	ting and future improvement	ay 21, 1993 . the ents and fixtures that may now the ents and fixtures that may now the ents are the ents and the ents are
PROPERTY ADDRESS:	4:	28 N. Joliet S	treet	
	u,	(Street) Obart		160101
EGAL DESCRIPTION:	(City)	/DGL C	, Indiana	46342 <sup>†</sup> (Zip Code)
Lot 13, in Block 1 in recorded in Plat Book	n Wright Manor's 1st k 31 page 48, in the	: Addition to F erOffice of the	Hobart, as per p	Plat thereof,
				•••
	Docu	iment is		Jul 12 1 SAMOLI RECO
Manie III	ake NUI U.	F F I C I A	inty, Indiana	12 09 12 09 12 07
TLE: Dicovenant and warrant title assessments not yet due and	to the property except for the	cumbrances of fecore	municipal and zoning	ordistrices, current taxes an
are out you do min	- the Lake Co	ounty Recor	der:	2 4
ECUBED DEDE THE				- ω
ECURED DEBT: This montgage is set montgage and in any other doct you under this mortgage, the integral agreement, and, if applicable; the	ures repayment of the secured imentificorporated herein. Secustrument or agreement described belief tuture advances described belief.	idebt and the perform red debt, as used in thi I below, any, renewal, re ow.	ance of the covenants; and s mortgage, includes; any stinancing, extension or mi	dagreements contained in thi amounts!I may at any time ow odification of such instrument o
Home: Equity: Line	by (describe the instrument or agof Credit	reement secured by thi	s mortgagetand the date the	nereof):
The above obligation is due an	1 1	2003		ifinotipald earlier
The total unpaid balance secure	od by this mortgage at any one and .00/100	imeishall norexceedia	maximum;principal amou	ntiof
and all other amounts; plus inte- covenants and agreements cont	rest, advanced under the terms ained in this mortgage.	of this mortgage to pro	tectithe security of this me	
X Future Advances: The above will be made in accordance.	e debt is secured even though	all or part oblit may not	yet be advanced. Future	advances are contemplated an
X Variable Rate: The interest r	ate on the obligation secured by eement containing the terms und	this mortgage may var	y according to the terms o	f that obligation.
DERS:			mi	
Shawn. A. Lucas	agree to the terms and cover ny riders described above and	nants contained on i signed by me; I ackr	page 1fand 2fofithisin www.edge.receipt.offa.co	nortgage; in any instrument py of this mortgage;
4.20 A.20 A.20				
KNOWLEDGMENT: STATE OF IND	PIANA;	Like 1993	bellere m	, County ss:
	personally	appeared Sla	www a Luc	
San		and	acknowledged the alteru	ion grant toregoing instrument.
and the second s				
My commission expires:		Bu	bua 97 k	toll

## COVENANTS

- 1. Payments. Fagree 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 paid in full.
- 2. Claims against Titlen! 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 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, it is maintained to the contract of the secured debt. 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 of damage to:
- 15. Expenses: liagree to pay all your expenses including reasonable attorneys fees if I breach any coverants in this mortgage or in any obligation 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 fall 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." 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 long as long as long 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. If will not make or permit any modification of 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 your any notices I receive from any person whose rights in the property have priority over your rights:
- 19. Leaseholds; Condominiums; Planned Unit Developments. l'agree 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 Mortgages to Perform for Mortgager. It fall to perform any of my duties under this mortgage; or any other mortgage, deed of trust, tien or other security interest that has priority over this mortgage, you may perform the duties of cause them to be performed. You may sign my name or pay, any amount if necessary for performance. It any construction on 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 trop 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 line on the course debt.

- 115 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. Hassign 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 it default, you do not walve 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. It is 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; it do not agree to be personally liable on the secured debt. I also 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 end assigns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by nelly or by mailing it by first class mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by contilled mail to your address on page 1 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 Morgagor. 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 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 tederal law as of the details. situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release. When I have 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, l'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.

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