KELLIE M. FINLON: 8607_BELL_STREET CROWN POINT, INDIANA 46307 93045856 MORTGAGOR		First Federal Savings Bank of Indiana P.O. Box 11110 Merri IIVille, IN 46411					
				"I" includes each mortgagor above	·	"You" means the mortgage	e; its successors and assigns.
				IEAL ESTATE MORTGAGE: For value received, I;	JOHNLJ: FIND	ON and KELLIE M. FINLO	N
cribed below and all rights; easements, appurtenan nytime in the future be part of the property (all calls	rtgage, grant and co ces, rents, leases ar ad the "property").	onvey to you on: Odite: 135. 1 od existing and future improvemen	ts and fixtures that may now or a				
ROPERTY ADDRESS: 8607 BELL STREET							
CROWN POINT, INDIANA 46307		(Street)					
EGAL DESCRIPTION: (City)		, Indiana	(Zip Code)				
LOT 40 IN BOHLING'S EAST OAK ESTA PAGE 14 AND AMENDED BY A "CERTIFI 988197, IN THE OFFICE OF THE RECO	TES; UNIT NO CATIONFOF CO PRDERFOF LAKE	. 3, AS PER PLAT THERE RRECTION", RECORDED JU COUNTY, INDIANA.	DF,, RECORDED) INTRUATE LY 22, 1988: ASPDOCUMEN				
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This Do	cument is	the property of	RICE STORY				
		souByeinannder!					
assessments not yet due and	exceptitor encumpre	inces of record, municipal and zor	ing ordinances; current taxes and				
ECURED DEBT: This mortgage secures repayment of this mortgage and lineary other document inco any time owe you under this mortgage, the instr of such instrument or agreement, and, if applic	or the secured debt irporated herein. Se rument or agreemen cable, the future adv	and the performance of the coven cured debt as used in this mortga t described below, any renewal; refi ances described below.	ants and agreements contained in ge; includes any amounts i may a nancing, extension or modification				
The secured debt is evidenced by (describe the			nd the date thereof):				
A First Loan Agreement,	dated dank Ri	10.1993					
The above obligation is due and payable on _							
The total unpaid balance secured by this morto	lage at anvione time	shall not exceed a maximum original	if:not/paid earlie				
Seven Thousand Five Hundred and all other amounts, plus interest, advanced any of the covenants and agreements contained	d in this mortgage.						
Future Advances: The above debt is secured and will be made in accordance with the ter	even though all or ms of the note or lo	part of it may not yet be advanced, pan agreement evidencing the sect	Future advances are contemplated ured debt.				
XVariable Rate: The interest rate on the oblig	ation secured by the	s mortgage may vary according to	the terms of that obligation,				
A.copy of the loan agreement contain made a part hereof.		er which the interest rate; may/vary	is attached to this mortgage and				
The state of the s	/A	🗆					
IGNATURES: By signing below, I agree to the terms widencing the secured debt and in any riders describ	and covenants conta ped above and sign	lined on the front and back sides of ad by me. I acknowledge receipt of	this mortgage, in any instrument a copy of this mortgage.				
al I July		Lesion 4	in lon				
JOHN J. FINLON		KELLIE M. FINLO	N				
CANOLII EDOMENT. STATE SELLING	Lak	'\	a:				
On thisday of	ine,	1993 , before me,	, County ss;				
	personally appeared		Lillow .				
y . 7 63164 TO		· · · · · · · · · · · · · · · · · · ·	cution of the foregoing instrument				
		Charles 1	July Marie				
My commission expires: Amu 1 29, 1	92 9	יו באוצע ענוטטוריטן יו					
My commission expires: April 39, 1	99 9	Note	y Public) Q				
My commission expires: April 29, 1	92 9	Angehine Bu	ry Public) d				
My commission expires: April 29, 1	492 9	Angehine Bu	Print Name) County, Indiana				
	H. Walker		Print Name) County, Indiana				

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 little. 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. insurance; I will keep the property insured under terms acceptable to you at my expense and for your benefit. This insurance will include as standard mortgage clause in your favor. You will be named as loss payes 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, I 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.
- 6. Expenses, l'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 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 rectain the rents as long as I am not in default. If I default, you may, as provided by law, have the court appoint arrectiver 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 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 if receive from any person whose rights in the property have priority over your rights;
- 9: Leaseholds; Condominiums; Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on 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 Mortgagee to Perform for Mortgager of fall to perform any of my duties under this mortgage, or any other mortgage, deedly of trustallien or other security interest that has priority over this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount it necessary for performance it any construction of 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

Your failure to perform will not preclude your rom exercising any or your other rights under the few or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this most page. 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 interest from 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. Condemnational assignite 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 your right to later consider the event a default liftit happens again, it walve all rights of valuation and appraisement.
- 14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Alliduties under this mortgage are joint and several. If I sign this mortgage but do not sign the secured debt I do so only to mortgage in y increase 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. 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 and assigns of either or both of us.

15. Notice: Unless otherwise required by law any notice to not plat the given by delivering it or by mailing it by first class mail/addressed to me at the Property Address or any other address that I tell you it 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 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, 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.