577-77 TAY M.	CUCINE		SAND RIDGE	BANK		
ANN L. KR	The state of the s					
	249 SOUTHVIEW DR.			450 W. LINCOLN HIGHWAY SCHERERVILLE, IN 46375		
	LLE, IN 463	175				
	MORTG/		"You" means	MORTGAGEE s the mortgagee, its successo	re and assigns.	
EAL ESTATE M	ORTGAGE: For value	ue received, I, <u>KURT</u>	M. KRUCINE AND ANN L			
eal estate descr	ribed below and all i	rights, easements, appur	, mortgage, grant and conve- urtenances, rents, leases and exis- called the "property").	y to you on <u>AUGUST 3(</u> ting and future improvements), 1995 , the and fixtures that may	
	RESS: <u>1249 S</u>				and the second s	
		RVILLE	(Street)	, Indiana 46375		
EGAL DESCRIP		(City)		, mulaita <u>403/3</u>	(Zip Code)	
SCHILLING	is edgewood a	ADDITION, IN THE	FEET OF THE EAST 732 TOWN OF SCHERERVILLI THE OFFICE OF THE REX	e, as per plat the	REOF,	
					05 3 8	
		NOT	ocument is ΓΟFFICIA		S	
located in	LAKE		ment is the prop		in the second of	
- 1 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -			inent is the leading of the terminal in the second of the		108. Current to	
			t for encumbrances of record. In PORTGAGE TO SAND RIDGE			
#3#628W61	yet ane aud	X	TO BAND KING	CANA DANK (™ OV I	
Topological Control of the Control o					5 S F	
ECURED DEBT:	This mortgage se	ecures repayment of th	he secured debt and the perform	nance of the covenants and a	greements contained	
in this mor	rtgage and in any o	other document incorporations the instrument	rated herein. Secured debt, as us nt or agreement described below.	ed in this mortgage, includes any renewal, rafinancing, ex	anv.amounts i may at	
of such ins	strument or agree <mark>m</mark>	ent, and, if applicable, th	the future advances described belonger	ow.	ar ar ar	
The secure	ed debt is evidenced	d by (describe the instru	iment or agreement secured by th	is mortgage and the date the	reoff:	
THE OR	IGINAL UNIVE	RSAL NOTE # 232	253513-60936 DATED AU	GUST 30, 1995 AND 1	RENEWALS :	
THEREO	F UNTIL MATU	RITY			9	
			TOMPED TELLIFORM		<u>\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ </u>	
The above		nd payable onSEPT		maximum minut	if not paid earlier.	
THOUSA	ND AND NO/10	O********	: any pho time shall not exceed a s **☆☆☆☆★★★★ Deliars (年	20,000,00), plus interest	
and all oth	er amounts, plus in	terest, advanced under t	the terms of this mortgage to pro-	tect the security of this more), plus interest gage or to perform any	
of the cove	enants and agreems	ents contained in this mo	ortgage.			
T France	Advances: The sho	ive debt is secured avec	though all or part of it may not	yet be advanced. Future adva	nces are contemplated	
and wil	Il be made in accord	dance with the terms of	n though all or pert of it may not to the note or loan agreement evide	ncing the secured debt.		
☐ Variabl	le Rate: The interest	t rate on the obligation s	secured by this mortgage may var	ry according to the terms of t	hat obligation.	
		agreement containing ti	the terms under which the interd			
	Commercial		Invariante contained or	d 2 of this manages !	natrumento establista	
A	y signing below, I a and in any riders do	escribed above and sign	covenants contained on page 1 an ned by me. I acknowledge receipt	of a copy of this mortgage.	with and audiencing	
ising i Units: B ie secured debt	1/ 1		· n.	12 KAIINIII	and the second s	
e secured debt			ANN L	. KRUZINE	er i de som være kar er ka Ar er kar er	
ie secured debt X	M KRUCINE					
ie secured debt X	M KRUCINE					
X KURT			***************************************			
EKNOWLEDGM	M KRUCINE	A 11/1/	ust nac		ounty ss:	
X KURT		day of AUGU		, before me, <u>CA</u>	THY L. GROUT	
E secured debt X KURT CKNOWLEDGM On this	RENT: STATE OF INI	day of AUGU	UST 1995 , personally appeared KURT M	, before me, <u>CA</u>	THY L. GROUT	
E secured debt X KURT CKNOWLEDGM	RENT: STATE OF INI	day of AUGU	, personally appeared KURT M	, before me, <u>CA</u>	IHY L. GROUT L. KRUCINE,	
EX KURT CKNOWLEDGM On this	NENT: STATE OF INI	day of AUGU	, personally appeared KURT M	, before me, <u>CA</u> , KRUCINE AND ANN I	THY L. GROUT L. KRUCINE,	
X KURT CKNOWLEDGM On this	NENT: STATE OF INI	day ofAUGU	, personally appeared KURT M	, before me, <u>CA</u> . KRUCINE AND ANN I	THY L. GROUT L. KRUCINE,	
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KURT CKNOWLEDGM On this HUSBAND A My commission CATHOTARY PUBLIC	NENT: STATE OF INICAL STATE OF INICAL STATE OF INDIAN		, personally appeared KURT M and acknowledge ACC ATHY L. GROUT	, before me, <u>CA</u> . KRUCINE AND ANN I	IHY L. GROUT L. KRUCINE, e foregoing instrument.	
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EXECUTED A KURT CKNOWLEDGM On this CATHOTARY PUBLIC LAKE Y COMMISSION	NENT: STATE OF INITIAL OF INITIAL OF INDIAN COUNTY NEXP. OCT. 17,1998		cathy L. CROUT	, before me, <u>CA</u> , KRUCINE AND ANN I portedged/the execution of the (Notary Public) (Type or Print Name)	IHY L. GROUT L. KRUCINE, e foregoing instrument.	
KURT KURT KURT KURT CKNOWLEDGM Don this HUSBAND A My commission CATHY TARY PUBLIC LAKE Y COMMISSION	NENT: STATE OF INITIAL OF INITIAL OF INDIAN COUNTY NEXP. OCT. 17,1998		, personally appeared KURT M and acknowledge ACC ATHY L. GROUT	, before me, <u>CA'</u> , KRUCINE AND ANN I pwiedged/the execution of the (Notary Public) (Type or Print Name)	THY L. GROUT L. KRUCINE, e foregoing instrument. County, Indiana	
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KURT KURT KNOWLEDGM On this HUSBAND A My commission TARY PUBLIC LAKE Y COMMISSION is instrument w	NENT: STATE OF INITIAL OF INITIAL OF INDIAN COUNTY OF EXP. OCT. 17,1998 was prepared by: G	day of AUGU 0/17/98 NA 8 REGORY BRACCO,	cathy L, crout Resident of LAKE ASSSISTANT VICE PRES	, before me, <u>CA'</u> , KRUCINE AND ANN I pwiedged/the execution of the (Notary Public) (Type or Print Name)	THY L. GROUT L. KRUCINE,	

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 Title. 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 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, I agree to maintain such insurance for as long as you require.
- 4. Property. Twill 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.
- 5. Expenses. agree to pay all your expenses, including reasonable attorneys' fees, if I breach any covenants 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 fail 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 I am not in default. If I default, you may, 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. 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 I receive from any person whose rights in the property have priority over your rights.
- 9. Leaseholds: Condominiums: Planned Unit Developments. Lagree to comply with the provisions of any lease 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 Mortgages at I i fall to perform any of my duties under this mortgage, or any other mortgage, deed of trust, lien or other security interest that lies priority over this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If 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 your form 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 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. Condemnation. I assign 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. Waiver. 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 I default, you do not waive your right to later consider the event a default if it happens again. I waive all rights of valuation and appraisement.
- 14. Joint and Several Liability: Co-signers: Successors and Arctinat Sound. All duties 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 my interest 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 banefit the successors and assigns of either of both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be 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. Will this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to aither 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.

(page 2 of 2)

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