Paul Anderson Elaine Anderson 634-Joe Martin Road Lowell, IN 46356	Lowell Ba	DeMotte State Bank Lowell Banking Center P.O. Box 346 Lowell, IN 46356	
MORTGAGOR "I" includes each mortgagor above.	"You" mea	MORTGAGEE ans the mortgagee, its succe	ssors and assigns.
AL ESTATE MORTGAGE: For value received, I, Paul And all estate described below and all rights, easements, appurtenances anytime in the future be part of the property (all called the "property")	mortgage, grant and con-	vey to you on November	r 10, 1995 the
ROPERTY ADDRESS:	634 Joe Mar	tin Road	<u> </u>
Lowell (City)		, Indiana	46356
GAL DESCRIPTION:			(Zip Code)
Lot 115, Woodland Hills 10th Addition, in Plat Book 49, Page 52, in Lake Count		he Town of Lowell	as shown
Doc Doc	ument is		
NOT O	FFICIA	TX VIII	
located in	nt is the or coun	y, Indiana.	
TLE: I covenant and warrant title to the property, except for e		municipal and zoning ordi	nances, current taxes and
assessments not yet due and N/A tite Lake C			
CURED DEBT: This mortgage secures repayment of the secure	d debt and the performan	nce of the covenants and a	reements comined in this T
mortgage and in any other document incorporated herein. Sec you under this mortgage, the instrument or agreement describe agreement, and, if applicable, the future advances described by	tured debt, as used in this ed below, any renewal, refi elow.	mortgage, includes any amo nancing, extension or modif	cation of supprinstrument or
The secured debt is evidenced by (describe the instrument or a Mortgage Dated November 10, 1995	agreement secured by this	mortgage and the date there	
Mayorla	AND THE WOOD		
The above obligation is due and payable onNovemb The total unpaid balance secured by this mortgage at any one Twenty Eight Thousand and no cents	time shall not exceed a n	naximum principar amount o	if not paid eatier.
and all other amounts, plus interest, advanced under the term covenants and agreements contained in this mortgage.	s of this mortgage to prote	ect the security of this mortg	age or to perform any of the
X Future Advances: The above debt is secured even though	n all or part of it may not y	et be advanced. Future adv	ances are contemplated and
will be made in accordance with the terms of the note or loa  X Variable Rate: The interest rate on the obligation secured to	The state of the s		at obligation
A copy of the loan agreement containing the terms u			
hereof.  DERS: Commercial C			A STATE OF THE STA
GNATURES: By signing below, I agree to the terms and co dencing the secured debt and in any riders described above a	venants contained on p	age 1 and 2 of this mort	gage, in any instruments
	40		
Paul Anderson	Elain	e Anderson	luso
A See a see See a se	, and the second	and the second s	Anguerro com establishing autorio del montro from processor de processor aproprio de mandre de la companya de companya de la companya del companya de la companya de la companya del companya de la companya del la companya del la companya de la companya del la companya de la companya del la companya
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CKNOWLEDGMENT: STATE OF INDIANA,	Lake lovember, 1995	, before me,	
olette G. Wilson , personal			
usband and Wife	and a	acknowledged the execution	of the foregoing instrument.
My commission expires: January 18, 1999	_Colette_	I, Wilson (Notary Public)	<del>-</del>
18	Colette G. Wils	son	
	1.00	(Type or Print Name)	
	Resident of	Lake	County, Indiana
is instrument was prepared by: Guy A. Carlson, Sr.		Lake	County, Indiana

CK# 00369Z /1.Q

## **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 fulf.
- 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. 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
- 5. Expenses, I 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. Lassign 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. I 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
- of my duties under this mortgage, or any other mortgage, deed of trust, form the duties or cause them to be performed. You may sign my name or erty is discontinued or not carried on in a reasonable manner, you may do y include completing the construction. 10. Authority of Mortgagee to Perform for Mortgagor, lift liep or other security interest that has properly over this mortes lien or other security interest that has priority over this pay any amount if necessary for performance. If any whatever is necessary to protect your security interest in

Your failure to perform will not preclude you from exercising

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to profect 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 whill paid in full at the interest are the 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. 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 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 Assigns Bound. 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 benefit the salessors and assigns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to the 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. I will give any notice to you by certified 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 Beneficia Interest in the Morgacot, wall 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.

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