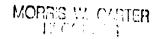


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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

97 DEC -3 AH 10: 03





Mortgage (Installment Loan) - Indiana - NBD Bank, N.A.

	Mortgage is made on	NOVEMBI	K 25,	1997		, bet	ween the Mo	rtgagor,
	derek m stephens an	D Jonnelle 8 !	TEPHENS	}				
whos	e address is	ZEPHYR COURT	, Hunst	ER, IN 4632	15103	and the Mortgage	ee, NBD Ban	k, N.A.,
a nati	onal banking association, wh	nose address is	ONE IND	IANA SQUARE	<u>, 7152,</u>	INDIANAPOLIS.	IN 4626	6
	Definitions.					•		
	 The words "Borrower" r The words "Mortgagor" The words "we", "us", " The word "Property" me built in the future. Prope ture, as well as proceeds may have as owner of the 	, "you" or "yours" me our" and "Bank" me eans the land describ try also includes any s, rents, income, roy	ean each M an the Mor bed below, thing attach alties, etc. I	lortgagor, whethe tgagee and its sud Property include ned to or used in Property also inc	er single or ecessors or s all buildi connection ludes all o	joint, who signs belo assigns. ings and improvement with the land or attac	w. ts now on the hed or used i	n the fu-
	Security. As security for a loan agreen extensions, amendments, reno	nent dated 11/25 ewals, modifications,	refinancing	credit in the TO s and/or replacen TOWNSHI	ents of tha	t loan agreement, you	mortgage and	ıding all

(C) Mortgagor's Promises. You promise to:

- (1) Perform all duties of this Mortgage.
- (2) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can pay them, if we choose, and add what we have paid to the amount owed us under the loan agreement, with interest, to be paid as provided in the loan agreement.
- (3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property without our prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage.
- (4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
- (5) Keep the Property insured against loss or damage caused by fire or other hazards with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of the loan. You must deliver a copy of the policy to us if we request it. If you do not obtain insurance, or pay the premiums, we may do so and add what we have paid to the amount owed us under the loan agreement with interest to be paid as provided in the loan agreement. At our option, the insurance proceeds may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property.
- (6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.

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nBD, nen.

- (D) Environmental Condition. You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of any hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.
- (E) Default. If you do not keep the promises you made in this Mortgage or if Borrower fails to meet the terms of the loan agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in the loan agreement including, but not limited to, those stated in the Default, Remedies on Default, and/or Reducing the Credit Limit paragraphs or as otherwise provided by applicable law. If we accelerate the outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to

- reasonable attorney's fees and then to the amount owed us under the loan agreement.
- (F) Due on Sale. If you sell or transfer all or any part of the Property or any interest in the Property without our prior written consent, the entire balance of what is owed us under the loan agreement is due immediately.
- (G) Eminent Domain. In the event of any taking under the power of eminent domain, you assign the entire proceeds of any award or payment and any interest to us.
- (H) Other Terms. We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the loan agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect. We may, at our option, extend the time of payment of any part or all of the indebtedness secured by this Mortgage, reduce the payments or accept a renewal note, without the consent of any junior lienholder. No such extension, reduction or renewal shall impair the lien or priority of this Mortgage, nor release or discharge this Mortgage.

INDIANAPOLIS, IN 46266

By Signing Below, You Agree to All the Terms of This Mortgage.	x Somuella Soly Ohin
Mortgagor DEREK H STEPHENS	JONNELLE S STEPHENS
STATE OF INDIANA) COUNTY OF AKE) The foregoing instrument was acknowledged before me on this	
by DEREK M STEPHENS AND JONNELLE S	S STEPHENS , Mortgagors.
Drafted by: PATRICIA M MARTIN ONE INDIANA SQUARE, SUITE M1304 INDIANAPOLIS, IN 46266	Notary Public, LAKE County, Indiana My Commission Expires: 01-22-01
PATRICIA M. MARTIN, Notary Public My Commission Expires: January 22, 2001 County of Residence: Lake	My County of Residence: When recorded, return to:
73101612351 90H 11P	NBD - HOME EQUITY CENTER ONE INDIANA SQUARE, SUITE M1304