|  | 1121 She<br>Dyer, In   | ffield Ave<br>46311  |
|--|--|--|
| MORTGAGOR<br>"I" includes each mortgagor above.  | MORTGAGEE "You" means the mortgagee, its successors and assigns.   |  |
| EAL ESTATE MORTGAGE: For value received, I, James R. Fox   |  |  |
|  | gage, grant and convey to ye   | ou on <u>July 25, 2000</u> , the   |
| t anytime in the future be part of the property (all called the "property").  ROPERTY ADDRESS: 2219 Sandcastle   | 9  |  |
| Dyer   | (Street)   | , Indiana 46311  |
| EGAL DESCRIPTION: Lot 22 in Sandridge Courtyards, an addition  | to the town of Du  | (Zip Code)   |
| recorded in plat book 82, page 55, recorded County, Indiana  |  |  |
|  |  | Ō  |
|  |  |  |
|  |  | 58   |
| Thomas   | mentis   | 8020   |
|  | FICIAL   |  |
| This Document  |  |  |
|  | Salar Mila Janis of an april of the salar bearing and the salar salar  | The property of the second   |
| ITLE: I covenant and warrant title to the property, except for encur assessments not yet due and   | nbrances of record, municip  |  |
|  |  | 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一 一  |
| ECURED DEBT: This mortgage secures repayment of the secured de mortgage and in any other document incorporated herein. Secured   | debt, as used in this mortgad  | ie, includes any amounts I may at any time owe   |
| you under this mortgage, the instrument or agreement described be agreement, and, if applicable, the future advances described below.  |  | N : 234  |
| The secured debt is evidenced by (describe the instrument or agree Open End Line of Credit   | ment secured by this mongag  | e and the date thereon):   |
|  | OTTO SE  |  |
| The above obligation is due and payable on   | shall not exceed a maximum   | The state of the s |
| Fifteen Thousand dollars and no cents  |  |  |
| and all other amounts, plus interest, advanced under the terms of t  |  | Company of the same of the sam |
| covenants and agreements contained in this mortgage.  Future Advances: The above debt is secured even though all the secured even the secured even though all the secured even the secu | or part of it may not yet be ad  | vanced. Future advances are contemplated and   |
| covenants and agreements contained in this mortgage.   | eement evidencing the secur  | ed debt.   |
| covenants and agreements contained in this mortgage.  Future Advances: The above debt is secured even though all capital be made in accordance with the terms of the note or loan agreements.  | eement evidencing the secure<br>s mortgage may vary according  | ed debt.<br>g to the terms of that obligation.   |
| covenants and agreements contained in this mortgage.  Future Advances: The above debt is secured even though all will be made in accordance with the terms of the note or loan agreement.  Variable Rate: The interest rate on the obligation secured by this Acopy of the loan agreement containing the terms under hereof.  DERS:   Commercial   | reament evidencing the secure<br>s mortgage may vary according<br>which the interest rate may vary   | ed debt. g to the terms of that obligation. ary is attached to this mortgage and made a part   |
| covenants and agreements contained in this mortgage.  Future Advances: The above debt is secured even though all twill be made in accordance with the terms of the note or loan agreement containing the terms under hereof.   | reament evidencing the secure<br>s mortgage may vary according<br>which the interest rate may vary   | ed debt. g to the terms of that obligation. ary is attached to this mortgage and made a part   |
| covenants and agreements contained in this mortgage.  Future Advances: The above debt is secured even though all calculations will be made in accordance with the terms of the note or loan agreement.  Variable Rate: The interest rate on the obligation secured by the A copy of the loan agreement containing the terms under hereof.  IDERS:   Commercial  GNATURES: By signing below, I agree to the terms and covenage of the secured debt and in any riders described above and states.  | reament evidencing the secure<br>s mortgage may vary according<br>which the interest rate may vary   | ed debt. g to the terms of that obligation. ary is attached to this mortgage and made a part   |
| covenants and agreements contained in this mortgage.  Future Advances: The above debt is secured even though all will be made in accordance with the terms of the note or loan agreement.  Variable Rate: The interest rate on the obligation secured by this Acopy of the loan agreement containing the terms under hereof.  DERS:   Commercial   | reament evidencing the secure<br>s mortgage may vary according<br>which the interest rate may vary   | ed debt. g to the terms of that obligation. ary is attached to this mortgage and made a part   |
| Covenants and agreements contained in this mortgage.  Future Advances: The above debt is secured even though all will be made in accordance with the terms of the note or loan agreement containing the terms under hereof.  A copy of the loan agreement containing the terms under hereof.  IDERS: Commercial  COMMERS: By signing below, I agree to the terms and covena visioning the secured debt and in any riders described above and states.  James R. Fox   | reament evidencing the secures mortgage may vary according which the Interest rate may vary according to the Interest rate may | and debt.  ary is attached to this mortgage and made a part and 2 of this mortgage, in any instruments receipt of a copy of this mortgage.   |
| CKNOWLEDGMENT: STATE OF INDIANA  On this   Odd Ag of   Covenants and agreements contained in this mortgage.  Future Advances: The above debt is secured even though all will be made in accordance with the terms of the note or loan agreement to the note or loan agreement containing the terms under hereof.  Commercial   James R. Fox  CKNOWLEDGMENT: STATE OF INDIANA  On this   On this   On this   On the note of loan agreement containing the terms under hereof.  On this   On t | ement evidencing the secure mortgage may vary according which the Interest rate may vary according to the Interest rate may va | ed debt. g to the terms of that obligation. ary is attached to this mortgage and made a part   |
| CKNOWLEDGMENT: STATE OF INDIANA  | mortgage may vary according which the Interest rate may vary according which the Interest rate may vary according to the Inter | g to the terms of that obligation.  ary is attached to this mortgage and made a part and 2 of this mortgage, in any instruments receipt of a copy of this mortgage.  County as:  Fox   |
| CKNOWLEDGMENT: STATE OF INDIANA,  On this  On this  CM Future Advances: The above debt is secured even though all of will be made in accordance with the terms of the note or loan agreement will be made in accordance with the terms of the note or loan agreement containing the terms under hereof.  IDERS: Commercial  Commercial  James R FOX  CKNOWLEDGMENT: STATE OF INDIANA,  On this  On this  On this  On this  On this  On this  | mortgage may vary according which the Interest rate may vary according which the Interest rate may vary according to the Inter | g to the terms of that obligation.  ary is attached to this mortgage and made a part  and 2 of this mortgage, in any instruments receipt of a copy of this mortgage.  County ss:  Fox  added the execution of the foregoing instrument.  |
| CKNOWLEDGMENT: STATE OF INDIANA.  On this  On this  CM Future Advances: The above debt is secured even though all of will be made in accordance with the terms of the note or loan agreement with the terms of the note or loan agreement containing the terms under hereof.  IDERS: Commercial  Commercial  CKNOWLEDGMENT: STATE OF INDIANA,  On this  On this  On this  On this  On this  On this  | mortgage may vary according which the Interest rate may vary according which the Interest rate may vary according to the Inter | g to the terms of that obligation.  ary is attached to this mortgage and made a part  and 2 of this mortgage, in any instruments receipt of a copy of this mortgage.  County ss:  Fox  added the execution of the foregoing instrument.  |
| CKNOWLEDGMENT: STATE OF INDIANA,  On this  On this  CM Future Advances: The above debt is secured even though all of will be made in accordance with the terms of the note or loan agreement will be made in accordance with the terms of the note or loan agreement containing the terms under hereof.  IDERS: Commercial  Commercial  James R FOX  CKNOWLEDGMENT: STATE OF INDIANA,  On this  On this  On this  On this  On this  On this  | mortgage may vary according which the Interest rate may vary according which the Interest rate may vary according to the Inter | g to the terms of that obligation.  ary is attached to this mortgage and made a part  and 2 of this mortgage, in any instruments receipt of a copy of this mortgage.  County ss:  Fox  added the execution of the foregoing instrument.  |
| CKNOWLEDGMENT: STATE OF INDIANA, On this DEMONSTORM Gay of Long and personally approximately approxi | mortgage may vary according which the Interest rate may vary according which the Interest rate may vary according to the Inter | county as:  County as:  before me, County as:  coded the execution of the foregoing instrument.  Chotary Public   County Action   County Public   County Action   County Public   County Publi |
| CKNOWLEDGMENT: STATE OF INDIANA, On this DEMONSTORM Gay of Long and personally approximately approxi | which the Interest rate may visit the Contained on page 1 agned by me. Lacknowledge  and acknowledge  and acknowledge  and acknowledge  Branch Manageren   | g to the terms of that obligation.  ary is attached to this mortgage and made a part  and 2 of this mortgage, in any instruments receipt of a copy of this mortgage.  County BS:  County Indiana   |
| CKNOWLEDGMENT: STATE OF INDIANA, On this DD day of Duly 2000  My commission expires: My com | mortgage may vary according which the Interest rate may vary according which the Interest rate may vary according to the Inter | g to the terms of that obligation.  ary is attached to this mortgage and made a part  and 2 of this mortgage, in any instruments receipt of a copy of this mortgage.  County BS:  County BS:  County BS:  County Public  County Public  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 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. 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 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, if I fail to perform any of my duties under this mortgage, or any other mortgage, deed of trust, lien 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 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 préclude you from 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. 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 walve your right to later consider the event a default if it happens again. I 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. 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 successors and assigns of either or 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. 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 Beneficial Interest in the Hortgagor. 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)