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NOTARY PUBLIC  
RECORDER

State of Indiana

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**MORTGAGE** DLG/JV/973-8513-7

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is ..... DECEMBER 28, 2001 .....  
The parties and their addresses are:

**MORTGAGOR:**

MARK R. POWERS  
HUSBAND  
4997 W. 86TH PL  
CROWN POINT, IN 46307

SUSAN M POWERS  
WIFE  
4997 W. 86TH PL  
CROWN POINT, IN 46307

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

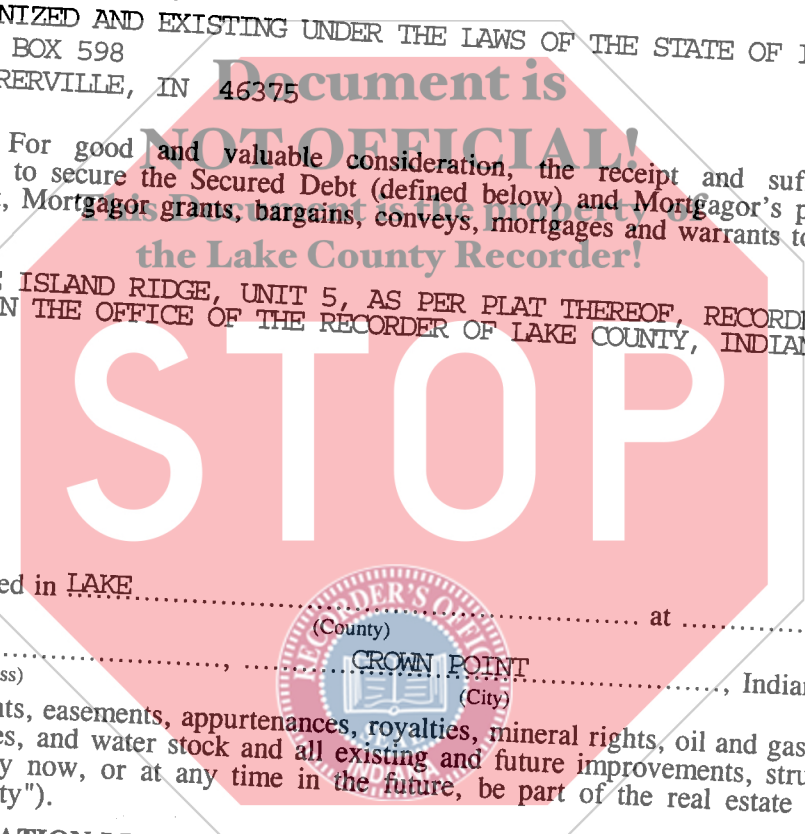
**LENDER:**

SAND RIDGE BANK  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF INDIANA  
P.O. BOX 598  
SCHERERVILLE, IN 46375

Bankers Title #5552

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, mortgages and warrants to Lender the following described property:

LOT 494 IN PINE ISLAND RIDGE, UNIT 5, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 45, PAGE 120, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



The property is located in LAKE ..... at .....  
4997 W. 86TH PL ..... CROWN POINT ..... Indiana ..... 46307  
(Address) (County) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 60,000.00 ..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and include the final maturity date of such debt(s).)

READY RESERVE NOTE #973-8513-7, DATED DECEMBER 28, 2001, IN THE NAMES OF MARK R. & SUSAN M. POWERS FOR THE AMOUNT OF \$60,000.00 AND RENEWALS THEREOF UNTIL JANUARY 2, 2017.

Jim (page 1 of 4) Mar

CR #55500  
15.00  
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- Financial Reports and Additional Documents.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property. In addition, Lender may file a financing statement signed by the Lender instead of Mortgagor with the appropriate public officials.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
8. **DEFAULT.** Mortgagor will be in default if any of the following occur:  
**Fraud.** Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.  
**Payments.** Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.  
**Property.** Any action or inaction by the Borrower or Mortgagor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.  
**Executive Officers.** Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.
9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.  
At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.
10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This amount does not include attorneys' fees for a salaried employee of the Lender. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.  
Mortgagor represents, warrants and agrees that:  
A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.  
B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.  
C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.  
D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

SENIOR VICE PRESIDENT

This instrument was prepared by WILLIAM M. WINTERHALTER,

(Notary's County) LAKE

(Notary Public) SHANNAN M. EASTLING

MAY 4, 2008

My commission expires:

AND WIFE

(Individual)

Before me, X SHANNAN M. EASTLING, a Notary Public, this 28TH

ACKNOWLEDGMENT: STATE OF INDIANA, COUNTY OF LAKE, MARK R. POWERS AND SUSAN M. POWERS, HUSBAND AND WIFE, acknowledged the execution of the annexed mortgage.

(Date)

(Signature) SUSAN M. POWERS

(Date)

(Signature) MARK R. POWERS

the date stated on page 1.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

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20.  ADDITIONAL TERMS.

Assignment of Leases and Rents  Other

[Check all applicable boxes]

supplement and amend the terms of this Security Instrument.

19. RIDERS. The covenants and agreements of each of the riders checked below are incorporated into and except to the extent required by the laws of the jurisdiction where the Property is located, and applicable

18. APPLICABLE LAW. This Security Instrument is governed by the laws as agreed to in the Secured Debt, be reduced to a zero balance, this Security Instrument will remain in effect until released.

17. LINE OF CREDIT. The Secured Debt includes a revolving line of credit. Although the Secured Debt may remedies Mortgagor may now have or acquire in the future relating to redemption, reinstatement, and the

16. WAIVERS. Except to the extent prohibited by law, Mortgagor waives and releases any and all rights and address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

15. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by instrument. Time is of the essence in this Security Instrument.

14. SEVERABILITY; INTERPRETATION. This Security Instrument is complete and fully integrated. This instrument are for convenience only and are not to be used to interpret or define the terms of this Security

shall include the plural and the singular. The captions and headings of the sections of this Security section of this Security Instrument cannot be enforced according to its terms, that section will be severed and

not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will

Security Instrument may not be amended or modified by oral agreement. Any section in this Security assigns of Mortgagor and Lender.

13. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but

does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured

Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party

indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and

12. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.