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2007 095961

2007-095961

RECEIVED
LAW OFFICES OF
MAIN SOURCE BANK

Return To:
 MAIN SOURCE BANK
 GRIFFITH OFFICE CENTER
 BROAD STREET
 GRIFFITH, IN 46338

..... is one of the original documents in the above-referenced Security Instrument for Recording Date

(11/26/2007) and is being returned.

- 1. DATE AND PARTIES.** The date of this Note and Security Instrument is 11/26/2007. The parties and their addresses are:

MORTGAGOR: ERIC LEE COOPER, MARY ANN COOPER, HUSBAND AND WIFE
 926 N BROAD STREETS
 GRIFFITH, IN 46338

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

LENDER: MAIN SOURCE BANK
 GRIFFITH OFFICE CENTER
 BROAD STREET
 GRIFFITH, IN 46338

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the Lake County Recorder!

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The property is located in Lake County, Indiana, at 926 N. OAK PL.....
 Section 11, Township 11, Range 12, ZTR# 100
 Deed Book 46, Page 19, Volume 46219.....
 (ZIP Code)

Together with all other easements, rights-of-way, mineral rights, oil and gas rights, all fixtures, equipment, furniture, fixtures, stock and existing and future improvements, structures, fixtures, equipment that may now or at any time in the future be part of the above described property, hereinafter referred to as "Property".

- 3. MAXIMUM DEBT LIABILITY.** The maximum total amount secured by this Security Instrument, as originally stated, is \$100,000.00.....
 The full amount of debt for which the original note and changes validly made prior to this Security Instrument after this instrument does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of its covenants contained in this instrument.

- 4. SECURITY DEBT AND DEBT PAYMENT.** The term "Debt" is defined as follows:

a. Debt is defined as principal, interest, premium, discount(s), escrow(s), guaranty(ies) or other charges on the debt, or any part thereof, including extensions, renewals, modifications, or changes, and shall specifically identify the debt(s) secured and include the total amount of the debt(s). BORROWER: MARK SCHEFEL AND TRAVIS COOPER, DEBTORS; NOTE AMOUNT: \$10,000.00;
 INTEREST RATE: 10% APR; Maturity Date: 11/26/2017

IN THIS FORM OR ON A SEPARATE SHEET, NO PAROLE, SPONGE, OR DEFENSE,

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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this security instrument, each Mortgagor agrees that this Security instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security instrument even though any or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security instrument. Nothing in this Security instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, abilities for over drafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in Mortgagor's principal dwelling that is created by this security instrument.

- 5. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to

intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender 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 shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien documents.

Insurance. Mortagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security instrument.

to protect Lender's interest in the property according to the terms of this security instrument. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and where applicable, "loss payoff clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to cancel the policies and renewals, if Lender requires, Mortgagor shall immediately give to Lender at records of full premium and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by the Insurer.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Lender's account, whether or not then due, at Lender's option. Any application of proceeds by the Lender shall not extend or postpone the due date of the scheduled payments nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is insured by a third Mortgagor, the right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender by the date of the second joint occupancy before the acquisition.

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10. EXPENSES AND FEES OF LENDER IN ENFORCING DEBT; COLLECTION COSTS. If Mortgagor fails to pay any debt secured by this instrument, Mortgagor agrees to pay all expenses Lender incurs in foreclosing or otherwise protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, securing or collecting debts or protecting Lender's security interest. These expenses may accrue on the date of default or earlier from the date of payment until paid in full at the highest rate of interest in effect or 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 interests under this Security Instrument. This amount may include, but is not limited to, attorney's fees, court costs, and other legal expenses. This amount does not include attorney's fees for a judicial appraisal of the Lender. To the extent required by law, Lender shall pay its own attorney's fees if the Secured Debt is awarded by any court exercising jurisdiction over the Property. Costs of this Security Instrument shall remain in effect and collectible until payment in full for any recoupment costs of such release.

11. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Laws 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 hazard's substance; and (2) Hazardous Substances means any toxic, radioactive or hazardous substances, wastes, products or by-products which have 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 substance," "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 representation does not include the presence 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 of a release or threatened release of a Hazardous substance occurs on, under or above the property or there is a violation of any Environmental Law, except the foregoing statement. 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.

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.

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 guarantee 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 involved under the guarantee. 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 assigns of Mortgagor and Lender.

14. SEVERABILITY; INTERPRETATION. This security instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachment, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

15. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

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- 16. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to redemption, reforeclosure and/or marshalling of, liens and assess, Mortgagor waives all rights of valuation and appraisal.
- 17. LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to zero balance, this Security Instrument will remain in effect until released.
- 18. APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable state or local laws and regulations.
- 19. RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
- Get off my land*
- Assignment of leases and rents*
- Other _____*
- 20. ADDITION OF TERMS.**

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SIGNATORIES: I acknowledge and agree to the terms and covenants contained in this Security Instrument and its attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument in the state of *Illinois*.

Mary Schefel *Teresa A. Schefel*
(Signature) *(Name)* *(Signature)* *(Date)*

MARY SCHEFEL AND TERESA A. SCHEFEL **the Lake County Recorder!**

ACKNOWLEDGMENT: STATE OF *ILLINOIS*, COUNTY OF *Lake*, } ss.
Before me *Deean Ricciardi*, a Notary Public, this 26TH.....
day of NOVEMBER, 2015, MARY SCHEFEL AND TERESA SCHEFEL.....
acknowledged to me personally, in the manner above set forth, the execution of the annexed mortgage.
My commission expires *7/07/2015* *Deean Ricciardi*
(Notary Public) *(Signature)*

STOP

This instrument was prepared by *Megan DeMoss*, LPT, CCR, CLS
MATINGER LAW OFFICES, LTD., CLA, LLC

I affirm, under the penalties for perjury, that I have used reasonable care to redact each Social Security number in this document, unless it is my own.
Megan DeMoss

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Lot 22 in Block 2 in Park Manor 1st Addition to Griffith, as per plat thereof,
recorded in Plat Book 28 page 94, in the Office of the Recorder of Lake County,
Indiana.



INSTANCE
Indiana



OFFICE OF THE LAKE COUNTY RECORDER

LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307

MICHAELA A. BROWN
Recorder



PHONE (219) 755-3730
FAX (219) 755-3257

MEMORANDUM

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