



7. General Provisions.

(a) This Mortgage is for the benefit of the Bank and for the benefit of anyone to whom the Bank may transfer it.

(b) The Bank can delay enforcing any of its rights under this Mortgage without losing them. Any waiver by the Bank of any of its rights under this Mortgage will not be a waiver by the Bank of the same right or rights on any other occasion.

(c) This Mortgage will be governed by the laws of the State of Indiana.

(d) If a court decides that any part of this Mortgage is invalid, the rest of this Mortgage will remain in effect.

8. Future Advances.

(a) You and the Bank intend that this Mortgage secures unpaid balances arising under or pursuant to your Account after this Mortgage is recorded to the extent that the maximum amount of such unpaid indebtedness, exclusive of interest thereon does not exceed \$25,000.00.

(b) This mortgage will secure such balances arising under or pursuant to your Account although there may be no such balances at the time of signing this Mortgage and although there may be no such balances outstanding at the time any Loan or Purchase (as defined in your Account Terms and Conditions) is made.

(c) At such time as your Account is both paid in full and closed, this Mortgage will be canceled of record.

9. Release.

Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

10. Line of Credit or Revolving Credit Plan.

The Account includes a line of credit or revolving credit plan. Although the Account may be repaid to a zero balance, this mortgage will remain in effect until the Account and all underlying agreements have been terminated in writing by Bank.

11. Additional Provisions. (Check if applicable)

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Mortgage, you further covenant and agree with Bank as follows:

(a) Condominium Obligations. You will perform all of your obligations under the Condominium Project's Constituent Documents. The "Constituent Document" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. You will promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

(b) Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Bank and that provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Bank requires insurance, then: your obligation under Paragraph 4(c) to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. What Bank requires as a condition of this waiver can change during the term of the loan. You will give Bank prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy. In the event of distribution of property insurance proceeds in lieu of restoration or repair following a loss of the Property, whether to the unit or to common elements, any proceeds payable to you are hereby assigned and will be paid to Bank for application to the sums secured by this mortgage, whether or not then due, with the excess, if any, paid to you.

(c) Public Liability Insurance. You will take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Bank.

(d) Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to you in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and will be paid to Bank, which will be applied by Bank in accordance with any terms and conditions governing the Accounts, or, if none as determined by the Bank in the exercise of its sole discretion.

(e) Bank Prior Consent. You will not, except after notice to Bank and with Bank's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Bank; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action that would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Bank.

(f) Remedies. If you do not pay condominium dues and assessments when due, then Bank may pay them. Any amounts disbursed by Bank under this Paragraph 11(f) will become additional debt of yours secured by the mortgage. Unless you and Bank agree to other terms of payment, these amounts will bear interest from the date of disbursement at the rate applicable to the Account, or, if more, at the highest rate permitted by applicable law, and will be payable, with interest, upon notice from Bank to you requesting payment.

*[Handwritten signature]*

Signed on 11/26, 2007.

WITNESS:

[Signature]  
\_\_\_\_\_

[Signature]  
Charles R Dyke  
[Signature]  
Darlene F Dyke

Acknowledgment

STATE OF Indiana }  
COUNTY OF Lake }

SS:

The foregoing instrument was acknowledged before me on November 26<sup>th</sup>, 2007 by Charles R Dyke and Darlene F Dyke.

[Signature]  
Notary Public

This instrument was prepared by: First Financial Bank, N.A.  
Third & High Streets  
Hamilton, OH 45012

CHRISTINE A. CONNER  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. MAR. 25, 2009

This mortgage is fully paid and satisfied, and may be canceled of record.

Date: \_\_\_\_\_  
By order of the Board of Directors of First Financial Bank, N.A., Hamilton, Ohio.

FIRST FINANCIAL BANK, N. A., Hamilton, OH

RETURN TO:  
SOUTHWEST FINANCIAL  
P.O. BOX 300  
CINCINNATI, OH 45273-8043

By: \_\_\_\_\_

MORTGAGE

To Charles R Dyke  
and Darlene F Dyke

First Financial Bank, N.A.,  
Hamilton, Ohio

Return To:

Capital Access Department

Document is NOT OFFICIAL!  
This Document is the property of  
the Lake County Recorder!



"I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." By: Julie Stephens

This mortgage prepared by Julie Stephens First Financial Bank, N. A. 300 High St. Hamilton, Ohio 45011

[Signature]

[Signature]

**EXHIBIT "A" LEGAL DESCRIPTION**

Account #: 13275069  
Order Date : 11/05/2007  
Reference :

Index #:  
Parcel #: 16-27-0393-0002

Name : CHARLES . DYKE  
DARLENE F. DYKE  
Deed Ref : 877657

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SITUATED IN LAKE COUNTY, STATE OF INDIANA, TO-WIT: LOT 2 IN BAKERS ADDITION TO THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 42 PAGE 18 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED NOVEMBER 12, 1975 AS DOCUMENT NO 325263 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 877657, OF THE LAKE COUNTY, INDIANA RECORDS.

