

FIRST

first financial bank

INDIANA

4008 062866

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

OPEN-END MORTGAGE

Christopher A Tucker whose address is 3329 Franklin St, Highland, IN 46322, grants, mortgages and warrants to FIRST FINANCIAL BANK, N.A., a national banking association whose address is 3rd & High Streets, Hamilton, Ohio 45012, all right and interest in the real estate known as: 3329 Franklin St, Highland, IN 46322 and in any buildings or improvements which are or may be placed on such real estate and all easements and rights relating to such real estate and improvements, such real estate described as follows:

SEE ATTACHED EXHIBIT "A"

check if applicable: See attached Exhibit A.

1. Definitions.

As used in this document, the words "you" and "your" refer to each and all of the persons named above, the word "Bank" refers to the First Financial Bank, N.A., the word "Property" refers to the real estate, buildings and rights described above, the word "Account" refers to your Capital Access Account with the Bank and the terms and conditions, as amended from time to time, applicable thereto, and all of your obligations with respect to the account and all extensions and renewals of such obligations.

2. Debt Secured.

This mortgage secures the repayment of all obligations to the Bank under the Account that you (alone or together with others) have with the Bank, in the maximum principal amount of \$28,000.00 with a maturity date of August 16, 2028, and all extensions and renewals thereof, and all future advances made pursuant to Section 8.

3. Ownership of Property.

You promise that you are the sole owner of the Property and that there are no other mortgages or liens on the Property except the mortgages described to the Bank on your application for the loan and non-delinquent real estate taxes and assessments. You promise that the recording of this Mortgage is not a violation of the terms of any existing mortgage on the Property.

4. Borrower's Agreements.

(a) You promise to pay all real estate taxes, assessments and charges (including condominium and owner's association fees, charges and assessments) relating to the Property when they become due.

(b) You promise to maintain the buildings on the Property in good condition and to comply with all laws and regulations of government authorities relating to the Property.

(c) You promise to keep the buildings on the Property insured against loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies (including flood insurance if the Property is located in a federally identified flood hazard area) and other hazards the Bank may specify. The insurance coverage will be in an amount not less than the amount of all mortgages on the Property, up to the full replacement value of the Property and will be obtained from an insurance company satisfactory to the Bank. Such insurance policy must contain a standard mortgage clause, naming the Bank as its interest may appear. Upon request of the Bank, you promise to deliver proof to the Bank of such insurance.

(d) You promise not to sell or transfer ownership of all or any part of the Property without the prior written consent of the Bank.

(e) You promise not to place or permit anyone else to place or enter into any land contract with respect to the property, or to place other mortgages or liens on the property without the prior written consent of the Bank.

5. Cost of Bank.

To the extent permitted by law, you promise to pay all costs and expenses (including attorney's fees) incurred by the Bank in enforcing its rights under this Mortgage. If you do not comply with the promises of Paragraph 4, above, the Bank may, but does not have to, make such payments or take such actions as it deems appropriate to assure that taxes, assessments and charges are paid, that the Property is maintained, that insurance is in place and that you comply with the promises of Paragraph 4. If the Bank elects to do so and makes any payment or incurs any expense, the amount of such payments and expenses will be secured by this Mortgage and the Bank may demand immediate payment of such amounts or may add such payments and expenses to the Account.

6. Default.

The Bank may foreclose on this Mortgage and exercise any other right provided to it by law if a default occurs under your Account or this Mortgage. Your Account's terms and conditions describe the acts that will be a default under your Account and this Mortgage. There will also be a default if you break any of your promises contained in this Mortgage.

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Signed on August 16th, 2008.

WITNESS:

Michelle Anderson
Michelle Anderson

Christopher A Tucker
Christopher A Tucker

Acknowledgment

STATE OF INDIANA }
COUNTY OF LAKE }

SS:

The foregoing instrument was acknowledged before me on August 16th, 2008 by Christopher A Tucker

[Signature]

Notary Public

This instrument was prepared by: First Financial Bank, N.A.

Third & High Streets
Hamilton, OH 45012

MARY J. MOORE
Notary Public Seal State of Indiana
Lake County
My Commission Expires 7-13-2014

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

By order of the Board of Directors of First Financial Bank, N.A., Hamilton, Ohio.



Date: _____

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

By: _____

MORTGAGE

To Christopher A Tucker

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

Return To:

Capital Access Department

"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: Shelly Transki S. Transki

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

EXHIBIT "A" LEGAL DESCRIPTION

Account #: 14035616
Order Date : 08/04/2008
Reference :

Index #:
Parcel #: 16-27-0074-0027

Name : CHRISTOPHER TUCKER
Deed Ref : 2000-008938

LOTS 27 AND 28 IN BLOCK 4 IN GOLFMOOR, IN THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 21 PAGE 36, 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. 2000-008938, OF THE LAKE COUNTY, INDIANA RECORDS.

