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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 056396

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MICHAEL B. BROWN
RECORDER

INDIANA
Members Credit Union

4790 East 96th Street, Ste. 120
Indianapolis, IN 46240
(317) 817-9700
NMLS/ _____ LICENSE ID 402492

Keeping It Simple

HomeEquity
MORTGAGE

LOAN ORIGINATOR NAME AND NMLS/ _____ LICENSE ID **George Bible** 1562625

THIS MORTGAGE is made on **AUGUST** 10th, 2019 by the Mortgagor, _____

BERTIE KIBREAH AND KHALADA SULTANA, HUSBAND AND WIFE

(hereinafter referred to individually or collectively, as the context may require, as "Borrower") to INDIANA MEMBERS CREDIT UNION, a corporation organized and existing under the laws of the State of Indiana, its successors and assigns, whose address is 4790 East 96th, Suite 120, Indianapolis, IN 46240 ("Lender").

Borrower does hereby mortgage, grant, and convey to Lender the following described property located in the County of **LAKE**, State of Indiana:

SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION

which has the street address of **9812 PARKWAY DRIVE** **HIGHLAND** **IN 46322** together with (i) all improvements, buildings or structures of any nature whatsoever, now or hereafter erected on the property, (ii) all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, now or hereafter located under, on or above the property, (iii) all rights, privileges, rents, royalties, mineral, oil and gas rights and profits, tenements, hereditaments, rights-of-way, easements, appendages, appurtenances, or riparian rights now or hereafter belonging or in any way appertaining to the property, and (iv) all of Mortgagor's right, title and interest in and to any streets, rights-of-way, alleys or strips of land now or hereafter adjoining thereto, including any replacements and additions to any of the foregoing. All of the foregoing is collectively referred to in this Mortgage as the "Property."

Complete if Applicable:

The Property is part of a condominium project known as **PARKWAY MANOR CONDOMINIUMS**

The Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

The Property is in a Planned Unit Development known as _____

AMOUNT \$ 55100
CASH _____ CHARGE _____
CHECK # 0001584913
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY ds

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MORTGAGE (continued)

This Mortgage is given to secure to Lender the following:

1. The repayment of all indebtedness, including a principal sum of U.S. _____
Thirty Thousand Dollars
(\$ 30,000.00 _____), finance charges at a rate set forth in Borrower's Closing Disclosure, taxes, special assessments, insurance, late fees, and any other charges and collection costs due and to become due ("Debt") under the terms and conditions of the HomeEquity Loan Agreement made by Borrower and dated the same day as this Mortgage, including any and all modifications, amendments, extensions and renewals thereof ("Agreement"). The Maturity Date of the Agreement is 8/14/2026.
2. The payment of all other sums advanced in accordance therewith to protect the Property, with finance charges thereon at a rate which may vary as described in the Agreement;
3. The performance of Borrower's covenants and agreements under this Mortgage and under the Agreement.

A. REPRESENTATIONS

Borrower hereby represents to Lender as follows:

1. **Validity of Security Documents.** (a) The execution, delivery and performance by Borrower of the Agreement, this Mortgage and all other documents and instruments now or hereafter, furnished to Borrower to evidence or secure payment of the Debt (the "Security Documents"), and the borrowing evidenced by the Agreement, will not violate any provision of law, any order of any court or other agency of government, or any mortgage, indenture, trust agreement or other instrument to which Borrower is a party or by which Borrower or any of Borrower's property is bound, or be in conflict with, or will result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such mortgage, indenture, trust agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Borrower's property or assets, except as contemplated by the provisions of the Security Documents; and
(b) The Security Documents, as and when executed and delivered by Borrower, constitute the legal, valid and binding obligations of Borrower in accordance with their respective terms subject to applicable bankruptcy and insolvency laws.
2. **Other Information.** All other information, reports, papers and data given to Lender, or to Lender's legal counsel, with respect to Borrower, the Property, or the loan evidenced by the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matter.
3. **Title.** Borrower has good and marketable title in fee simple to the Property free and clear of all encumbrances except for encumbrances of record as of the date of this Mortgage. Borrower will preserve its title to the Property and will forever covenant and defend the same to Lender and will forever covenant and defend the validity and priority of the lien of this Mortgage.
4. **Litigation.** There is not now pending or threatened against or affecting the Property, nor, to the knowledge of Borrower, is there contemplated, any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would impair or adversely affect the value or operation of the Property.
5. **Environmental Indemnity.** Borrower shall indemnify and hold Lender harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Lender on account of (i) the location on the Property of any chemicals, material, substance, or contaminant (including, without limitation, oil, petroleum products, asbestos, urea, formaldehyde, foam insulation, hazardous waste and/or toxic waste), the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Borrower or any prior owner or occupant of the Property to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

B. ADDITIONAL COVENANTS

Until the entire Debt shall have been paid in full, Borrower covenants and agrees as follows:

6. **Payment of Indebtedness.** Borrower shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Agreement, this Mortgage, and the Security Documents.
7. **Payment of Taxes, Insurance, and Other Sums Due.** Borrower shall pay all taxes or assessments levied or assessed against the Property or any part thereof, as and when they become due and before penalties are assessed or accrue. Borrower shall also pay all insurance premiums due in connection with all insurance policies required to be maintained on the Property under this or any other mortgage on the Property as and when they become due and before penalties are assessed or accrue. Borrower shall also pay any and all legal obligations relating to the Property or any part thereof, as and when they become due and before penalties are assessed or accrue. If the Property is a condominium or planned unit development or includes a leasehold estate, Borrower's obligation to pay all taxes, assessments, insurance premiums, and other legal obligations shall include any such obligations under the terms of the instruments creating the leasehold or governing the condominium or planned unit development.
8. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraphs 6 and 7 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 7 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Agreement.

MORTGAGE (continued)

9. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the debt plus the full amount of any lien which has priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Borrower shall pay all insurance premiums due in connection with all insurance policies required to be maintained on the Property under this or any other mortgage as and when they become due and before penalties are assessed or accrue.

10. **Repair.** Mortgagor shall keep the Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof. Mortgagor agrees not to permit or allow any waste of the Property or make or permit to be made any material alterations or additions to the Property that would have the effect of diminishing the value thereof or that will in any way increase the risk of any fire or hazard arising out of the construction or operation thereof. Mortgagor agrees not to alter or remove any structure or fixture in the Property without Mortgagee's prior written consent. Mortgagor shall prevent any act or thing which might adversely effect or impair the value or usefulness of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

11. **Restoration Following Uninsured Casualty.** In the event of the happening of any casualty, of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, not covered by any Insurance Policy resulting in damage to or destruction of the Property, Borrower shall give notice thereof to Lender and Borrower shall promptly at Borrower's sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the damaged or destroyed Property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

12. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph, with finance charges thereon, at the rate provided in the Agreement, shall become additional indebtedness of Borrower secured by this Mortgage.

Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this Paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

13. **Compliance with Laws.** Borrower shall promptly and faithfully comply with, conform to and obey or contest by appropriate proceedings in good faith all present, and use its best efforts as to future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every board of fire underwriters having jurisdiction, or similar body exercising functions, which may be applicable to it or to the Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Property.

14. **Performance of Other Agreements.** Borrower shall duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever that involves the Property including, without limitation, all rules and regulations of a homeowners or condominium association if the Property is part of a condominium, cooperative, phased development or other homeowners association.

15. **Inspection.** Borrower shall permit Lender, and parties designated by Lender, at all reasonable times, to inspect the Property, provided that Lender shall give Borrower notice prior to such inspection, specifying reasonable cause therefor related to Lender's interest in the Property.

MORTGAGE (continued)

16. **Hold Harmless.** Borrower shall, at Borrower's sole cost and expense, save, indemnify and hold the Lender, its officers, directors, employees and agents, harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damage or penalty (hereinafter collectively referred to as "Claims") affecting the Property, or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Borrower, except as may be the direct result of Lender's negligence. Borrower shall pay all expenses incurred by the Lender in defending itself with regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of Lender.

17. **Expenses.** Borrower shall pay or reimburse Lender for all reasonable costs and expenses paid or incurred by Lender in any action, proceeding or dispute of any kind in which Lender is made a party or appears as party plaintiff or defendant, involving any of the Security Documents, Borrower, or the Property, including, without limitation, to the foreclosure or other enforcement of this Mortgage, any condemnation involving the Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amounts paid or incurred by Borrower shall be treated as Advances in accordance with Paragraph 18 thereof.

18. **Advances.** In the event Borrower fails to perform any act required of Borrower by any of the Security Documents or to pay when due any amount required to be paid by any of the Security Documents, Lender may, but shall not be obligated to, make such payment or perform such act. Such payment or performance by Lender shall not have the effect of curing any Event of Default or of extending the time for making any payment due hereunder or under the Agreement. All amounts so paid by Lender, together with all expenses incurred in connection therewith, shall be deemed advances ("Advances") under this Mortgage and the Agreement, shall be immediately due and payable and shall be added to the Debt. Advances shall bear interest from the date expended at the rate specified in the Agreement and shall be secured by this Mortgage as though originally a part of the principal amount of the Debt.

19. **Use Violations.** Borrower shall not use the Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Property or any article to be brought thereon, that may be dangerous, unless safeguarded as required by law, or that may, in law, constitute a nuisance, public or private.

20. **Other Liens.** Borrower shall not, without the prior written consent of Lender, create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on, security interest in, or conditional sale of or other title retention agreement on (whether prior or subordinate to the liens of the Security Documents) the Property or income therefrom other than the Security Documents ("Liens"). In the event Borrower fails to promptly discharge any such Liens, Lender may, but shall not be obligated to, do so and any amounts paid or incurred by Lender (including reasonable attorney's fees in connection therewith), shall be treated as Advances in accordance with Paragraph 18 hereof.

21. **Transfer of the Property.** Borrower shall not abandon, sell, convey, transfer or assign the Property or any beneficial interest therein or any part thereof, whether by operation of law or otherwise, without the prior notice and the prior written consent of Lender. In the event of such a sale, conveyance, transfer or assignment, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by applicable law as of the date of this Mortgage.

If Lender exercises Lender's option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Agreement.

22. **Default; Termination and Acceleration; Remedies.** Each of the following events shall constitute an event of default ("event of default") under this Mortgage: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Mortgage or the Agreement; (2) Borrower does not meet the repayment terms of the Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Mortgage; or (4) Borrower does not personally occupy the property. If an event of default occurs, then prior to exercising any right or remedy provided for in this Mortgage and prior to acceleration, Lender shall give notice as provided in paragraph 35 hereof and as required by applicable law. The notice shall specify: (a) the event of default; (b) the action required to cure the event of default; (c) a date, not less than ten days from the date the notice is given to Borrower by which the event of default must be cured; (d) that failure to cure the event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property; and (e) any other information required by applicable law. The notice shall further inform Borrower of the right to reinstate after acceleration, if applicable, and the right to assert in the foreclosure proceeding the nonexistence of an event of default or any other defense of Borrower to acceleration and foreclosure. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, without further notice or demand, may declare all sums secured by this Mortgage to be immediately due and payable, and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

MORTGAGE (continued)

23. **Borrower's Rights to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Agreement had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 20 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

24. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 22 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 22 hereof or abandonment of the Property, Lender shall be entitled, to the extent provided by applicable law, to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

25. **Condemnation.** In the event of any condemnation or other taking of any part or all of the Property, or for conveyance in lieu of condemnation, all awards or other compensation for such taking shall be paid to Lender for application on the Debt, provided that no such application shall result in additional interest or have the effect of curing any event of default or extending the time for making any payment due hereunder or under the Agreement.

26. **Prior Mortgage.** If this Mortgage is subject to a prior mortgage, the lien of which is superior to the lien of this Mortgage, Borrower agrees to pay each installment of the debt secured by the prior mortgage when it is due, whether by acceleration or otherwise. Borrower also agrees to pay and perform all other obligations of the Lender under the prior mortgage. Borrower agrees to provide Lender with proof of payment or performance under the prior mortgage whenever Lender requests it. If Borrower fails to pay any installment of principal or interest when it is due or if Borrower fails to pay or perform any other obligation under the prior mortgage; Lender has the right, but not the obligation, to pay the installment or to pay or perform such other obligation on Borrower's behalf. Any amounts Lender spends in performing Borrower's obligations will become part of the Debt, payable by Borrower on Lender's demand, and will bear interest at the same rate as the Debt bears from time to time. Lender may rely upon any written notice of default under the prior mortgage that Lender receives from the holder of the prior mortgage even though Borrower questions or denies the existence, extent, or nature of the default. Borrower shall not renew, extend or modify the prior mortgage, and shall not increase the debt secured by the prior mortgage, without Lender's prior written consent.

27. **Survival of Warranties and Covenants.** The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Agreement, and shall continue in full force and effect until the Debt shall have been paid in full.

28. **Further Assurances.** Borrower shall, upon the reasonable request of Lender, execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.

29. **Recording and Filing.** Borrower shall, at Borrower's sole cost and expense, cause those Security Documents and all supplements thereto, for which constructive notice must be given to protect Lender, at all times to be recorded and filed, and re-recorded and re-filed, in such manner and in such places as Lender shall reasonably request, and shall pay all such recording, filing, re-recording, re-filing taxes, fees and other charges to the maximum extent permitted by the laws of the State of Indiana.

30. **Loan Expenses.** Borrower shall pay all applicable costs, expenses and fees set forth in the Agreement.

31. **No Representation by Lender.** By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Lender, pursuant to this Mortgage, including (but not limited to any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey or appraisal), Lender shall not be deemed to have arranged or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Lender.

32. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

33. **Incorporation of Agreement.** Each and every term, covenant and provision contained in the Agreement is, by this reference, incorporated into this Mortgage as if fully set forth herein.

MORTGAGE (continued)

34. **Waiver of Homestead.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Mortgage.
35. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice provided for in this Mortgage shall be in writing and shall be deemed properly delivered three days after deposit thereof in any main or branch United States Post Office, certified or first class United States Mail, postage prepaid, addressed to each party's address as listed on page 1, or at such other address as may be designated by notice as provided herein.
36. **Covenants Running With the Land.** All covenants contained in this Mortgage shall run with the Land.
37. **Successors and Assigns.** All of the terms of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Mortgagor and Mortgagee, respectively, and all persons claiming under or through them provided that nothing in this Paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Mortgage.
38. **Multiple Borrower.** Borrower's covenants and agreements hereunder shall be joint, several and primary. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey the Property; (b) is not personally obligated to pay the Debt; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.
39. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
40. **Modification.** This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.
41. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. To the extent permitted by law, Lender may charge Borrower a fee for such discharge and require Borrower to pay costs of recordation, if any.
42. **Strict Performance.** Any failure by Lender to insist upon strict performance by Borrower of any of the terms and provisions of this Mortgage or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage or any of the Security Documents, and Lender shall have the right thereafter to insist upon strict performance by Borrower of any and all of them.
43. **Borrower's Copy.** Borrower shall be furnished a copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
44. **Headings.** The headings and the section and paragraph entitlements hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such paragraphs, sections and subsections.
45. **Riders.** If one or more riders are attached to and made a part of this Mortgage, the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage.
46. **Waiver of Valuation and Appraisal.** Borrower hereby waives all right of valuation and appraisal.
47. **Non-Waiver; Remedies Cumulative.** No delay by the Lender in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the Borrower is in default hereunder, and no failure of the Lender to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Borrower hereunder. The Lender may enforce any one or more of its rights or remedies hereunder successively or concurrently.
48. **Extensions; Reductions; Renewals; Continued Liability of Borrower.** The Lender at its option, may extend the time for payment of the indebtedness or reduce the payment thereon, or accept a renewal Agreement or Agreements therefore, without consent of any junior lienholder, and without the consent of the Borrower if the Borrower has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Borrower to the Lender.
49. **Residential Mortgage.** No other property of Borrower shall serve as security for this indebtedness, regardless of any other statements contained in any other loan documents executed and delivered by Borrower to Lender. This Mortgage is not secured by any other collateral, no matter what any other agreement between Borrower and Lender states, nor is it secured by any right of setoff or lien granted by statute or otherwise, and Lender expressly waives any other collateral or right to other collateral, it being the intent of Lender to waive any collateral of any kind securing this indebtedness except Borrower's principal residence, as described herein as "Property", so as to be in full compliance with 11 U.S.C. 1322(b)(2).
50. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this Mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural. The titles of the several paragraphs of this Mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<u>BERTIE KIBREAH</u> (Seal)
	Witness		Borrower
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	(Seal)
	Witness		Borrower
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	(Seal)
	Witness		Borrower
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	(Seal)
	Witness		Borrower



Non-Borrower Owner(s)/Spouse: BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Non-Borrower and recorded with it, which means you can lose your home if Borrower defaults. However, Non-Borrower is not personally obligated to repay the Debt contemplated in this Mortgage.

KHALADA SULTANA

State of Indiana, MARION County, SS:

On this 10th day of AUGUST, 2019, before me, the undersigned, a Notary Public in and fore said County, personally appeared BERTIE KIBREAH AND KHALADA SULTANA, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.
My Commission expires: 12/11/2022



Notary Public
Resident of Marion

This instrument was prepared by: Amy McCormick
Indiana Members Credit Union, 4790 East 96th, Suite 120, Indianapolis, IN 46240

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Amy McCormick Amy McCormick
(Signature) (Printed Name)

(Space Below This Line Reserved For Lender and Recorder)

-EXHIBIT A

----- LEGAL DESCRIPTION -----

Unit 9812 in the Parkway Manor Condominiums, a Horizontal Property Regime, as created in Declaration of Condominium recorded May 26, 1994, as Document Nos. 94039789 and 94039790, and all subsequent amendments thereto, including, but not limited to the Thirteenth Amendment recorded May 31, 1996, as Document No. 96036571 and amended by the Twentieth Amendment to Declaration of Condominium recorded February 17, 1998 as Document No. 98011280, in the Recorder's Office of Lake County, Indiana, together with an undivided interest in the common elements appertaining thereto.

MORE COMMONLY KNOWN AS: 9812 PARKWAY DRIVE, HIGHLAND, IN 46322.

