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RECORDER

PG #: 6 RECORDED AS PRESENTED

RECORDING REQUESTED BY

Tech Credit Union 10110 Randolph St Crown Point, IN 46307

WHEN RECORDED, MAIL TO Tech Credit Union 10110 Randolph St Crown Point, IN 46307

(Space Above This Line For Recording Data)

MORTGAGE		
(THIS IS AN OPEN-END MORTGAGE WHICH IS SECURED BY	(FUTURE ADVANCES)	
THIS MORTGAGE ("Security Instrument") is given on February 3, 2024		
The mortgagor is Larry Stenger	and Rita Stenger	
husband and wife	("Borrower")	
This Security Instrument is given to Tech Credit Union		
which is organized and existing under the laws of The United States of America , and		
whose address is 10110 Randolph St, Crown Point, IN 46307	("Lender").	
Borrower has entered into an Home Equity Line of Credi		
with Lender on 02/03/2024 , under the terms of which Borrower may obtain advances not to exceed.		
he Maximum Credit Limit (as defined therein) of		
One Hundred Fifty-Five Thousand		
Dollars (U.S. \$ 155,000.00) ("Maximum Credit Limit	t"). This Agreement provides for	
monthly payments, with the full debt, if not paid earlier, due and payable on 02/28/2049		
This Security Instrument secures to Lender: (a) the repayment of the debt under the Agreement with		
nterest, including future advances and all renewals, extensions and modifications of the Agreement, (b)		
he payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this		
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this		
Security Instrument and the Agreement.		
must be a second of the second and convey to		

For this purpose, Borrower does hereby mortgage, grant Pecorder County, Indiana. Lake property located in

SEE ATTACHED LEGAL DESCRIPTION

which has the address of

10819 W. 133rd Avenue

Cedar Lake [City]

Indiana

("Property Address");

(Street)

46303 [Zip Code]

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TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER CONVENTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

 Payment of Principal and Interest; and Late Charges or Other Fees and Charges Borrower shall promptly pay when due the principal of and interest on the deb over under the Agreement and any late charges or any other fees and charges due under the Agreement

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and leasehold payments of ground rents, if any. At Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the asymmetric.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or (c) secures from the holder of this lien an agreement satisfactor to Lender's subcrimating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice dentifying the lien Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the civing of notice.

3. Hazard or Property 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" and any other hazards, including floods or flooding, for which Lender requires insurance, this insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withhald. If Borrower fails to maintain coverage desgribed above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordination with prairagraph 5.

All insurance policies and renewels shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices in the ovent of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made ormantly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is conomically feasible and Lender's security is not lessaned. If the restoration or repair is not economically feasible or Lender's security would be lessaned, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date or amount of the payments due under the Agreement. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately orifor to the acquisition.

4. Preservation, Maintenance and Protection of the Property. Borrower shall not destroy damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property

Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is beggin that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security instrument or Lender's security interest.

5. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions may nictude paying any sums secured by a lien which has priority over this Security Instrument, appearing in court paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender does not have to co so.

Any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date disbursement at the rate chargeable for advances under the Agreement and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

6. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not

then due, with any excess paid to Borrower.

In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by Borrower, In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking divided by the property immediately before the taking and the sum of the Sums secured immediately before the taking unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower lights to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date or amount of the payments due under the Agreement

8. Borrower Not Released; Forbearance By Lander Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in Interest or refuse to extend time, for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in Interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

- 9. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements of his Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several, any Borrower who co-signs this Security Instrument but is not personally liable under the Agreement (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument. (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.
- 10. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected for to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial precayment under the Agreement.
- 11. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lander. Any notice to Lander shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 12. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Projecty is located. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.
 - 13. Borrower's Copy. Borrower shall be given on conformed copy of this Security Instrument
- 14. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) winout tender's prove written consent, Lender may, at its option, require immediate payment in full of all sums, secured by this Security Instrument. However this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
- If Lender exercises this option, 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 Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 15. Borrower's Right to Reinstate. If Borrower meets certain conditions Borrower shall have the right to have enforcement of this Security Instrument discontinued at any lime prior to the carlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) enry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lenderfall sums which then would be due under this Security Instrument and the Agreement as if no acceleration place occurred (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys lees, and (d) lakes such calcin as Lender may reasonably require to assure that the lien of this Security Instrument, Lenders rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower; this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

16. Hazardous Substances. Borrower shall not cause or permit the presence use disposal storage, or release of any. Hazardous Substances on or in the Property Borrower shall not do nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental law of which Borrower has actual knowledge if Borrower learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remediata coins in accordance with Environmental law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline kerosene other flammable or toxic perfection products, toxic pesticides and herbicide, volatile solvents materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16 "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. Acceleration; remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Agreement under which acceleration is permitted (but not prior to acceleration under paragraph 44 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be curred; and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property.

The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees and costs of title evidence.

18. Release. Upon payment of all sums secured by this Security Instrument and termination of Borrower's ability to obtain further advances under the Agreement, Lender shall release this Security Instrument without charge to Borrower.

19. Walver of Valuation and Appraisement. Borrower varies all right of valuation and appraisement.

REQUEST FOR NOTICE OF D	EFAULT AND FORECLOSURE	
	AGES OR DEEDS OF TRUST any mortgage, deed of trust or other encumbrance	
Borrower and Lender request the holder of	eed of Trust to give Notice to Lender, at Lender's	
with a lien which has priority over this wortgage/o	of any default under the superior encumbrance and of	
any sale or other foreclosure action.	of any default direct the superior direction of the si	
-		
BY SIGNING BELOW, Borrower accepts an Security Instrument and in any Rider executed by Bo	d agrees to the terms and covenants contained in this prower and recorded with it	
Witnesses:	/ //	
11/	1 - 11-	
and the second	Tough Mush (Seal)	
- ///	Larry Stenger -Borrower	
0// 4/1		
199 4011	(Seal)	
	Rita Stenger -Borrower	
· C) .	(Seal)	
	-Borrower	
0.0		
	(Seal)	
. /	-Borrower	
Mortgage Loan Originator:	Mortgage Loan Officer Name	
Tech Credit Union	Kevin Wayne Kickert	
NMLSR ID #: 401705	NMLSR ID # 445287	
STATE OF INDIANA,	· ^	
0	0,	
County ss:	YA	
On February 3, 2024 , before me,	the undersigned, a Notary Public in and for said	
County, personally appeared Larry Stenger	and Rita Stenger	
and acknowledged the execution of the foregoing ins		
Witness my hand and official seal.	KEVIN WAYNE KICKERT Notary Public - Seat	
Williess IIIy fland and official seal.	Laba ca Cobiic - Seal	
Ald	Commission Number NP0653149 My Commission Expires Apr 28, 2030	
Notary Public	SAPT 28, 2030	
11-26, 2-3		
My Commission expires: 4-26-2031	- YO	
This instrument was prepared by: Cheryl Sanders	CV.	
I affirm, under the penalties for perjury, that I have to	ken reasonable care to redact each Social Security	
Number in this document, unless required by law (Cheryl Sanders)		
	Preparei s Name	

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