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Sent to - La Porte P. C. A. ... 8
P.O. Box 312
Valparaiso, In. 46383
Bill: Chwa Drewry
16421 Grant
Lowell IN

Form PCA 458 - (7-77)
(INDIANA)

REAL ESTATE MORTGAGE

570592

THIS MORTGAGE made this 21st day of January, 1980, by and between

Bank of Indiana, National Association, Gary, Indiana as Trustee under provisions of a Trust Agreement dated November 6, 1969, and known as Trust Number 5747;

Charles B. Drewry and Julia M. Drewry, husband and wife

the Lake County Recorder!

(hereafter jointly and severally referred to as "Mortgagor"), of Lake County and La Porte Production Credit Association, whose principal office is at La Porte, Indiana

(hereafter referred to as "Mortgagee"), WITNESS that Mortgagor in consideration of ONE DOLLAR and other valuable consideration, the receipt and sufficiency of which being hereby acknowledged, does MORTGAGE and WARRANT unto the Mortgagee, the following described real estate, together with its rents, issues and profits and all buildings, improvements, fixtures and crops thereon or hereafter erected thereon, and all rights, appurtenances, privileges, interests, easements, minerals, including coal, oil and gas and all rights therein including mineral and oil and gas leases, timber and hereditaments thereto belonging, situated in Lake Township, Lake County, State of Indiana (sometimes hereafter called the "mortgaged premises"):

See Exhibit A



STATE OF INDIANA'S S. 40
LAKE COUNTY
FILED FOR RECORD
JAN 24 1 21 PM '80
WILLIAM BIELSKI JR.
RECORDER

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Parcel 1: The Southeast quarter of the Southwest quarter; that part of the West half of the Southwest quarter lying Southeasterly of the Brown Levee Ditch and South of the East and West ditch; that part of the West half of the Southeast quarter lying South of the East and West ditch; all in Section 9, Township 32 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana

Parcel 2: Lots 12 to 37, both inclusive, Blocks 2, 3, 6 and 7, Washington Park Addition, now vacated as shown in Plat Book 3, page 35, in Lake County, Indiana, and those portions of the vacated streets and alleys in said subdivision adjoining said lots, in Lake County, Indiana

Parcel 3: Lots 1 to 25, both inclusive, 30 to 35, both inclusive and 42 to 61 both inclusive, Block 1, Lots 1 to 10, both inclusive 16 to 42, both inclusive and 44 to 48, both inclusive, Block 2, Lots 1 to 38 both inclusive, Block 3, Lots 1 to 26, both inclusive Block 4, Lots 1 to 14, both inclusive, Block 5, and Lots 1 to 5, both inclusive, Block 6, Riverside Addition to Riverside, now vacated as shown in Plat Book 3, page 67, and those portions of the vacated streets and alleys in said subdivision adjoining said lots, in Lake County, Indiana.

Parcel 4: Lots 11 to 13, both inclusive, Block 2, Riverside Addition to Riverside now vacated as shown in Plat Book 3, page 67, and those portions of the vacated streets and alleys in said subdivision adjoining said lots, in Lake County, Indiana.

Parcel 5: That part of Lot 4, Block 2, lying South of the center of the ditch, and Lots 5 to 11, both inclusive, Block 2, Lots 38 to 44, both inclusive, Block 2, and that part of Lot 45, Block 2, South of the Ditch; that part of Lot 4, Block 3 lying South of the center of the ditch, and Lots 5 to 11, both inclusive, Block 3, Lots 38 to 44, both inclusive, Block 3 and that part of Lot 45, Block 3, South of the Ditch, Lots 5 to 11, both inclusive, Block 6, and Lots 38 to 45, both inclusive, Block 6, Lots 5 to 11, both inclusive, Block 7, and Lots 38 to 45, both inclusive, Block 7, all in Washington Park Addition, now vacated as shown in Plat Book 3, page 35, and those portions of the vacated streets and alleys in said subdivision adjoining said lots, in Lake County, Indiana.

Parcel 6: All that part of the West half of Section 9, Township 32 North, Range 7, West of the 2nd Principal Meridian, lying South of the thread of the old bed of the Kankakee River as designated on the Original Plat of U.S. Government Survey, excepting therefrom that portion thereof lying South and East of the thread of the Marble-Powers Ditch, in Lake County, Indiana.

Parcel 7: That part of the Northeast quarter of Section 17, Township 32 North, Range 7 West of the 2nd Principal Meridian, lying South of the thread of the old bed of the Kankakee River, as designated on the Original Plat of U.S. Government Survey, excepting therefrom that part thereof lying South and East of the thread of the Marble-Powers Ditch, in Lake County, Indiana.

Parcel 8: That part of the East half of Section 8, Township 32 North, Range 7 West of the 2nd Principal Meridian, lying Southeasterly of the Brown Levee Ditch, except that part lying South of the thread of the original Kankakee River, in Lake County, Indiana, and except therefrom the following:

Commencing at the Northeast corner of said Section 8; thence South 0 degrees East, 3066.0 feet along the East line of said Section 8, to the point of beginning; thence continuing South 0 degrees East along said East line, 250.0 feet; thence South 90 degrees West 350.0 feet; thence North 0 degrees West 250.0 feet; thence South 90 degrees East, 350.0 feet to the point of beginning; in Lake County, Indiana.

(Continued on next page)

EXHIBIT "A"
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Parcel 9: That part of Section 9, Township 32 North, Range 7 West of the 2nd Principal Meridian, lying Northwesterly of the Marble Powers Ditch except the East 12 acres of Government Lot 3 and except that part lying South of the thread of the original Kankakee River and except that part of the Southeast quarter of the Northwest quarter and the East half of the Southwest quarter of the Northwest quarter lying Southwesterly of the abandoned right of way of the Chicago Wabash Valley Railway Company, in Lake County, Indiana, except therefrom the following:

Commencing at the Northwest corner of said Section 9; thence South 0 degrees East along the West line of said Section 9, 2202.0 feet to the point of beginning; thence continuing South 0 degrees East along said West line 230.0 feet; thence South 90 degrees East, 380.0 feet; thence North 0 degrees West, 230.0 feet; thence North 90 degrees West, 380.0 feet to the point of beginning, in Lake County, Indiana.

Parcel 10: Part of the East 12 acres of Government Lot No. 3 in Section 9, Township 32 North, Range 7 West lying North of the Marble Powers Ditch except that part lying South of the thread of the original Kankakee River, in Lake County, Indiana, excepting from said Parcels 8, 9 and 10 the following described tracts:

(a) A parcel of land in the East half of Section 8, Township 32 North, Range 7 West of the 2nd P.M., in Lake County, Indiana, described as follows:

Commencing at the Northeast corner of said Section 8; thence South 1 degree 25 minutes 41 seconds West along the East line of said East half, 802.0 feet to the point of beginning; thence continuing South 1 degree 25 minutes 41 seconds West along said East line 2264.0 feet; thence North 88 degrees 34 minutes 19 seconds West, 350.0 feet; thence South 1 degree 25 minutes 41 seconds West, 250.0 feet; thence South 88 degrees 34 minutes 19 seconds East, 350.0 feet to said East line; thence South 1 degree 25 minutes 41 seconds West along said East line, 91.95 feet; thence North 87 degrees 15 minutes 20 seconds West, 2640 feet more or less, to the West line of said East half; thence North along said West line, 800 feet, more or less, to the centerline of the Brown Levee Ditch; thence Northeasterly along the centerline of said Brown Levee Ditch, 3750 feet, more or less, to the centerline of existing Randolph Street Bridge; thence Southeasterly along the centerline of existing Randolph Street, 490 feet, more or less, to the point of beginning.

(b) A parcel of land in Section 9, Township 32 North, Range 7 West of the 2nd P.M., in Lake County, Indiana, described as follows:

Commencing at the Northwest corner of said Section 9; thence South 1 degree 25 minutes 41 seconds West along the East line of said Section 9, 872.0 feet to the point of beginning; thence continuing South 1 degree 25 minutes 41 seconds West along said West line, 1330.0 feet; thence South 88 degrees 34 minutes 19 seconds East, 380.0 feet; thence South 1 degree 25 minutes 41 seconds West, 230.0 feet; thence North 88 degrees 34 minutes 19 seconds West, 380.0 feet to said West line; thence South 1 degree 25 minutes 41 seconds West along said West line, 1747.7 feet; thence South 89 degrees 23 minutes 54 seconds East along the centerline of an existing Ditch, 1443.06 feet; thence continuing along said centerline of the following metes and bounds; South 74 degrees 06 minutes 32 seconds East, 377.83 feet; thence North 87 degrees 03 minutes 04 seconds East, 292.73 feet; thence South 68 degrees 08 minutes 16 seconds East, 272.41 feet; thence South 53 degrees 39 minutes 08 seconds East, 390 feet,

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more or less, to the centerline of the Marble-Powers Ditch; thence Northeasterly along said centerline to the intersection with a line in the Right-of-Way of the Chicago Wabash Valley Railway Company; thence North 45 degrees 27 minutes 58 seconds West along said line, 410 feet, more or less, to an iron rod; thence North 53 degrees 23 minutes 02 seconds West, 437.82 feet to an iron rod; thence North 60 degrees 30 minutes 21 seconds West, 457.60 feet to an iron rod; thence continuing North 60 degrees 30 minutes 21 seconds West, 32 feet, more or less, to the South line of the Northwest quarter of said Section 9; thence West along said South line, 2034 feet, more or less, to the West line of the East half of the Southwest quarter of the Northwest quarter of said Section 9; thence North along said West line, 1330 feet, more or less, to the centerline of an existing Ditch; thence North 46 degrees 05 minutes 07 seconds West along said centerline, 999 feet, more or less, to the point of beginning.

Parcel 11: The Northwest quarter of the Northwest quarter and the West half of the Northeast quarter of the Northwest quarter of Section 16, Township 33 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana.

Parcel 12: That part of the North half of the Southeast quarter of Section 11, Township 33 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, lying Easterly of the Easterly line of the property taken for United States Highway I-65 by condemnation proceedings in Cause No. C-64-357, of the Lake Circuit Court at Crown Point, Indiana, except the South 323 feet of the East 674.3 feet thereof.

Parcel 13: The West 10 acres of the Northeast quarter of the Southwest quarter of Section 27, Township 33 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana.

Parcel 14: The West half of the Southwest quarter of Section 27, Township 33 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana.

Parcel 15: The West half, except the North 20.1 acres thereof, of the Northeast quarter of Section 28, Township 33 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana.

Parcel 16: The Southeast quarter of the Northeast quarter and the Southeast quarter of Section 28, Township 33 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, except that part of said Southeast quarter described as follows:

Beginning at the Southwest corner thereof; thence North 140 rods; thence East 45 rods 18 links; thence South 140 rods; thence West 45 rods 18 links to the point of beginning.

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(INDIANA)

This mortgage is made to secure the payment without relief from valuation and appraisal laws, **FIRST**, of the indebtedness due from Charles B. Drewry and Julia M. Drewry, husband and wife

to the Mortgagee in the principal sum of Three hundred seventy thousand and 00/100 -- dollars (\$ 370,000.00), which the Mortgagee has advanced, or has obligated itself to advance, evidenced by the following described promissory note(s) executed by the aforementioned person(s) and bearing interest from the interest beginning date of said note(s) as therein specified:

Principal Amount	Date of Note	When Due	Principal Amount	Date of Note	When Due
\$370,000.00	12-13-77	On Demand			

Together with any renewals and extensions, partial or otherwise,;

SECOND. To secure the payment of all unpaid balances of any additional or other loan advances which the Mortgagee may make under provisions of notes secured hereby, to the aforementioned person, no matter how the same may be evidenced; and

THIRD. To secure unpaid balances of any loans made in the future by Mortgagee to the aforementioned person, at the request of the aforementioned person, Mortgagor or his successor in title, no matter how such loans may be evidenced.

In all cases the secured debt includes advancements to protect the security, expenses of collection and a reasonable attorney's fee. The parties hereto agree and intend that this mortgage shall secure unpaid balances of any such loans or advances made by Mortgagee to the aforementioned person(s) not to exceed the maximum amount outstanding at any one time of

One Million and 00/100 ----- Dollars (\$ 1,000,000.00) in the aggregate and exclusive of interest thereon. If the unpaid balance at any time exceeds such amount, then this mortgage shall secure that portion of the outstanding balance which does not exceed such amount.

The Mortgagor further covenants and agrees with the Mortgagee, as follows:

1. **NO LIENS OR ASSESSMENTS.** Not to permit any lien or assessment other than current taxes not delinquent to encumber the mortgaged premises.

2. **INSURANCE.** To maintain insurance on all buildings and other improvements on the mortgaged premises against damage by fire, windstorm or other normal risks under extended coverage in companies and amounts satisfactory to Mortgagee. All policies evidencing such insurance shall have attached thereto standard Mortgagee riders making such insurance payable to Mortgagee as its interest may appear, and shall provide for at least ten (10) days prior written notice of cancellation or material change in coverage to Mortgagee. All such policies or appropriate certificates, at Mortgagee's request, shall be deposited with Mortgagee.

3. **MAINTENANCE, WASTE, USE, ALTERATIONS AND ENCUMBERED PERSONALTY.** To keep all buildings, fences and other improvements on the mortgaged premises in as good repair and condition as the same are in at this date, and to promptly, repair, rebuild or restore any part damaged or destroyed and to permit no waste, and especially no cutting of timber or removal of oil, gas, coal or other minerals except for the actual needs of the property. Mortgagor shall not make or permit, without Mortgagee's written consent (A) any use of the mortgaged premises for any purpose other than that for which the same is now used or as identified to Mortgagee as intended to be used; (B) any substantial alterations of the buildings, improvements, fixtures apparatus machinery, and equipment now or hereafter erected or located upon the said premises; (C) any purchase, lease or agreement under which title is reserved in the vendor respecting any fixtures, apparatus, machinery equipment, or personal property to be placed in or upon any of the buildings or improvements on the mortgaged premises unless any such interest is subordinated to the lien of this Mortgage, and Mortgagor shall execute and deliver, from time to time, such further instruments as may reasonably be requested by Mortgagee in order to confirm the priority of this mortgage lien.

4. **APPOINTMENT OF RECEIVER.** Mortgagor acknowledges the propriety of, and consents to, the appointment of a receiver for the mortgaged premises upon seven days notice in the event that any action is commenced involving the mortgaged premises or to foreclose this mortgage.

5. **CONDEMNATION.** In the event of a public taking or condemnation respecting any part of the mortgaged premises by proper authority, any damages paid or award allowed shall, at the option of the Mortgagee, be applied first toward the satisfaction of the mortgage.

6. **ADVANCEMENTS BY MORTGAGEE.** Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the mortgaged premises. All sums so advanced by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the default rate provided in the notes secured hereby such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be, or become prior and senior to this mortgage as a lien on the mortgaged premises, or any part thereof, and all costs, expenses and attorneys' fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the mortgaged premises.

EVENTS OF DEFAULT AND ACCELERATION. Time is of the essence of this agreement. The occurrence of any of the following shall constitute a default under this mortgage.

- A. Nonpayment or nonperformance of any of the obligations secured hereby or of any covenant under this mortgage.
- B. Any warranty, representation or statement made or furnished to Mortgagee by, or on behalf of, Mortgagor in connection with this mortgage or to induce mortgagee to make any loan; advancement or other extension of credit to Mortgagor which is untrue or misleading in any material respect as of the date when made or furnished.
- C. Any substantial uninsured loss, theft, damage or destruction of the mortgaged premises, or the making of any levy, seizure or attachment against it.
- D. The death, dissolution or termination of existence of Mortgagor (except a technical dissolution which is cured within 30 days); or the insolvency or business failure of Mortgagor; or the admission by Mortgagor in writing of an inability to pay debts as they become due; or the appointment of a receiver or trustee for any part of the property of Mortgagor; or an assignment for the benefit of Mortgagor's creditors; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Mortgagor or against any guarantor or surety for Mortgagor or any part of the obligations, secured hereby, or if the Mortgagor shall abandon the mortgaged premises.
- E. Default by Mortgagor in the payment of any indebtedness of Mortgagor for borrowed money, other than any of the obligations secured hereby or the acceleration of the maturity date of any such indebtedness of Mortgagor.
- F. Mortgagee's reasonably deeming any of the obligations secured hereby to be insecure for any other reason.

Upon any default the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such default and acceleration the Mortgagee may continue the abstract of title to the mortgaged premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

