

615879

FOR REL. SEE DOC. #

639942

Hodges, Davis, Amending
5-5-25-
Henry

615879

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED JUNE 6, 1980, AND KNOWN AS TRUST No. 282L (hereinafter called "mortgagor" and not personally) of the County of Lake.

and State of Indiana ~~the mortgagee~~ Mortgage and Warrant to FIRST NATIONAL BANK OF EAST CHICAGO, INDIANA, of the City of East Chicago, County of Lake and State of Indiana, a corporation organized and existing under the laws of the United States of America

(hereinafter with its successors and assigns called the mortgagee), the following described real estate situated in Lake County, State of Indiana, to-wit:

See attached "Exhibit A" for Legal Description consisting of two (2) pages, and made a part of this Real Estate Mortgage.

STATE OF INDIANA
LAKE COUNTY
JAN 29 3 12 PM '81
WILLIAM BIELSKI JR
RECORDER

Subject to attached Lake County Ito Go, excupation

together with all buildings and improvements now situated thereon or that may hereinafter be erected thereon, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof, and all plumbing, heating and lighting fixtures now or hereafter attached to or used in connection with said premises, to secure the payment of one certain principal promissory note, the terms of which are incorporated herein by reference, of the mortgage for the sum of SIX HUNDRED THOUSAND AND NO/100

dollars (\$ 600,000.00), bearing even date herewith, payable to said Mortgagee, or Bearer, and payable at the office of First National Bank of East Chicago, Indiana,

due and payable ~~in monthly installments of \$1,000.00~~ interest at the rate of ~~one percent~~ plus two (2) per cent per annum on a floating basis payable quarterly commencing September 6, 1980.

In the event that any payment provided for in the note secured hereby shall become overdue for a period in excess of fifteen (15) days, the Mortgagor agrees to pay a "late charge" of two cents (2c) (not to exceed two cents) (2c) for each dollar (\$1) so overdue, for the purpose of defraying the expense incident to handling the delinquent payment.

7-50
E

615879

For the purpose of inducing the said mortgagee to make the loan hereby secured, the mortgagor expressly represents and warrants to said mortgagee to be the owner in fee simple of the premises herein mortgaged: ~~notwithstanding to the contrary of any deed, mortgage, lease, or other instrument~~ that the title to said premises is clear and free of liens and encumbrances of whatever kind and nature, and that this mortgage is all and the only encumbrance on said premises, and the mortgagor expressly agrees to pay the sum of money above secured and attorney fees, without relief from valuation and appraisal laws, and upon failure to pay said respective installments and payments as herein set forth, according to the tenor and effect of said note, or any part thereof, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, or upon failure to keep and perform each, any and all of the terms, covenants, conditions, and stipulations contained herein, then said note and indebtedness shall be due and collectible at mortgagee's option, and notice of the exercise of said option is expressly waived, and said indebtedness shall be recoverable by a suit at law, or a foreclosure hereof, or both, to the same extent as if the same had matured by express terms. The omission of said mortgagee to exercise said option upon any default, as aforesaid, shall not constitute a waiver of the right to exercise the same or preclude it from the exercise thereof upon any subsequent default.

It is further expressly agreed that until said note and indebtedness secured hereby are fully paid, said mortgagor will keep said premises in good repair and commit no waste thereon, and will keep all legal taxes, charges and assessments against said premises paid as they become due and will keep the building or buildings thereon insured for the benefit of the mortgagee, or its assigns, in such amount and in such company or companies as the mortgagee, or its assigns, may require or approve, and will make all insurance policies carried on said building or buildings payable to said mortgagee, or its assigns, as its interests may appear, and will deliver to said mortgagee, or its assigns, all such policy or policies and all renewals thereof, and failing so to do, the said mortgagee, or its assigns, may pay all said taxes and assessments, or procure and pay for said insurance (this being optional with the mortgagee) and the amount so paid, together with interest at the rate of 18 % per annum hereon, shall be a part of the debt secured by this mortgage. In the event of loss or damage, the proceeds of said insurance shall be applied upon the indebtedness hereby secured, in such manner as the Mortgagee may elect, even though the same is not yet due, or in the Mortgagee's option may be used for the purpose of making repairs or improvements upon the mortgaged premises.

It is further agreed generally that said mortgagee may, at its election, advance and pay any sum of money that in its judgment may be necessary to perfect the title of said mortgaged premises in said mortgagor, or to preserve the security intended to be given by this mortgage, and any and all sums of money so advanced and paid, with interest at the rate of 18 % per annum, shall be and they are hereby made a part of the mortgage debt secured hereby.

In case of the filing of any bill in any court of competent jurisdiction to foreclose this mortgage, or any part thereof, it is agreed that the court may appoint a suitable person Receiver (and the mortgagor hereby consents to the appointment of a Receiver, if there has been any default in the performance of any of the conditions of this mortgage) with power to look after, care for and manage said property and collect the rents, issues and profits that may be derived therefrom during the pendency of such foreclosure suit and until the right to redeem said premises shall have expired, and such rents, issues and profits shall be applied toward the payment of said indebtedness, with costs thereon and attorney fees.

The mortgagor herein further agrees to obtain and furnish at his own expense to the mortgagee herein a mortgage insurance policy in the amount of the indebtedness secured hereby and in such company or companies as the mortgagee may require or approve, said mortgage insurance policy guaranteeing the lien of said mortgage to be a first mortgage lien in favor of the mortgagee on the said above described real estate and premises.

That in case suit be brought to foreclose this mortgage a reasonable sum shall be allowed to the Mortgagee in such proceeding for attorney's fees, title or other expense incident to such foreclosure proceeding, which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.

That the Mortgagee, at its option, may extend the maturity of the note and indebtedness secured hereby, or any balance due thereon, from time to time, upon written agreement executed by the Mortgagor, for such further periods, at such rate of interest, and upon such conditions as may then be agreed upon, and no such extension, and no forbearance or delay of the Mortgagee in enforcing any of the provisions of this indenture, shall operate to impair the lien thereof or waive any rights accrued or that might accrue hereunder.

615870

If the premises or any part thereof be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and consideration from such acquisition, to the extent of the full amount of the indebtedness upon this mortgage and the note secured hereby remaining unpaid, are hereby assigned by the mortgagor to the mortgagee and shall be paid forthwith to the mortgagee to be applied by it on account of the last installment or installments of such indebtedness.

That Mortgagor hereby assigns to Mortgagee as additional and collateral security for the indebtedness hereinbefore described, all of the rents, issues and profits accruing, whether by lease, contract or otherwise, now on said property, or which may hereafter be placed thereon, and all lessees or sub-lessees are hereby directed, upon demand of Mortgagee, to pay said rents, issues and profits direct to Mortgagee, this assignment to become null and void upon release of this mortgage, provided, however, this assignment shall become effective only upon default by Mortgagor in making payment of any installment of the note hereby secured or in the performance of any of the terms and conditions of this mortgage.

That Mortgagor will not sell or convey the mortgaged premises, or any portion thereof, so long as any part of the indebtedness hereby secured remains unpaid, without the written consent of the Mortgagee, and that a violation of this provision will, at the option of the Mortgagee and without notice, accelerate maturity of the indebtedness hereby secured and cause the entire unpaid balance thereof to become immediately due and payable.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

The said mortgagor hereby expressly agrees to pay all and singular the sums of money by this mortgage above secured, without relief from valuation and appraisal laws of the State of Indiana.

IN WITNESS WHEREOF, the said mortgagor has hereunto set its hand and seal this 8th day of June, 1980

LAKE COUNTY TRUST COMPANY, as Trustee under the provisions of a Trust Agreement dated June 6, 1980, and known as Trust No. 2821

By: *Joanne J. Forrester* (Seal)
Joanne J. Forrester, as Trust Officer

ATTEST: By: *Dorothy Horst* (Seal)
Dorothy Horst, as Assistant-Secretary

.....(Seal)

.....(Seal)

STATE OF INDIANA
COUNTY OF LAKE SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 22nd day of December, 1980 personally appeared Joanne J. Forrester, as Trust Officer, and Dorothy Horst, as Assistant-Secretary of Lake County Trust Company, and acknowledged the execution of the foregoing Real Estate Mortgage as their free and voluntary act, for the use and purposes therein set forth.

Given under my hand and Notarial Seal.

Ruth E. Carlson
Ruth E. Carlson - Notary Public
Resident of Lake County.

My commission expires

March 22nd, 1982.

This instrument prepared by: Terry P. Eich, President
First National Bank of East Chicago, Indiana

615879

LOT "C"

A parcel of land in the Northeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd P.M., Lake County, Indiana, more particularly described as follows: Commencing at a point on the West line of the Northeast 1/4 of said Section 5, said point being 660.67 feet North of the Southwest corner of the Northeast 1/4 of said Section 5; thence South 89° 24' 00" East, 886.69 feet to the West Right-of-Way line of Merrillville Road; thence North 19° 37' 00" East along said West Right-of-Way line, 47.39 feet to the Point of Beginning; thence continuing North 19° 37' 00" East, 142.61 feet; thence North 70° 23' 00" West, 20.00 feet to the beginning of a 55.0 foot radius curve, the center of which bears North 19° 37' 00" East; thence Northwest 46.08 feet along the arc of said curve through a central angle of 48° 00' 00"; thence North 22° 23' 00" West, 146.10 feet to the beginning of a 20 foot radius curve, the center of which bears South 67° 37' 00" West; thence Northwest 23.39 feet along the arc of said curve through a central angle of 67° 01' 00"; thence North 89° 24' 00" West, 258.29 feet to the beginning of a 20 foot radius curve, the center of which bears South 0° 36' 00" West; thence Southwest 34.79 feet along the arc of said curve through a central angle of 99° 40' 30"; thence South 9° 04' 30" East, 216.30 feet to the beginning of a 98.53 feet radius curve, the center of which bears North 90° 55' 30" East; thence Southeast 138.13 feet along the arc of said curve through a central angle of 80° 19' 30"; thence South 89° 24' 00" East, 225.13 feet to the Point of Beginning.

215879

This "Exhibit A" is attached to and made a part of a certain mortgage dated June 6, 1964, from Lake County Trust No. 2821 to First National Bank of East Chicago, Indiana, in the amount of \$600,000.00.

"EXHIBIT A"

Lake County Trust Company, as Trustee under Trust No. 2821 is the owner of record of the following described real estate known as "Market Place":

LOT "A"

A parcel of land in the Northeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd P.M., Lake County, Indiana, more particularly described as follows: Commencing at a point on the West line of the Northeast 1/4 of said Section 5, said point being 1068.10 feet North of the Southwest corner of the Northeast 1/4 of said Section 5; thence East at right angles to said West line of the Northeast 1/4 of said Section 5, a distance of 20.00 feet to the point of beginning; thence North 0° 04' 00" East, 142.0 feet along a line parallel with the said West line of the Northeast 1/4 of said Section 5; thence South 89° 56' 00" East, 65.0 feet to the beginning of a 135.0 foot radius curve, the center of which bears North 0° 04' 00" East; thence Northeast 68.66 feet along the arc of said curve through a central angle of 29° 08' 30"; thence North 60° 55' 30" East, 4.0 feet to the beginning of a 20.0 foot radius curve, the center of which bears South 29° 04' 30" East; thence Southeast 31.42 feet along the arc of said curve through a central angle of 90° 00' 00"; thence South 29° 04' 30" East, 293.34 feet to the North Right-of-Way line of the Northern Indiana Public Service Company Easement as recorded in Miscellaneous Record 619, Page 542 in the Office of the Recorder, Lake County, Indiana; thence South 81° 27' West, 190.35 feet along the North Right-of-Way line of said easement; thence North 0° 04' 00" East, 131.27 feet; thence North 89° 56' 00" West, 116.09 feet to the Point of Beginning.

LOT "B"

A parcel of land in the Northeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd P.M., Lake County, Indiana, more particularly described as follows: Commencing at a point on this West line of the Northeast 1/4 of said Section 5, said point being 916.21 feet North of the Southwest corner of the Northeast 1/4 of said Section 5; thence North 81° 27' 00" East, 134.02 feet to the Point of Beginning; thence continuing North 81° 27' 00" East, 193.97 feet along the North Right-of-Way line of the Northern Indiana Public Service Company Easement as recorded in Miscellaneous Record 619, Page 542 in the Office of the Recorder, Lake County, Indiana; thence South 29° 04' 30" East, 24.0 feet to the beginning of a 95 foot radius curve, the center of which bears North 60° 55' 30" East; thence Southeast 99.48 feet along the arc of said curve through a central angle of 60° 00' 00"; thence South 89° 04' 30" East, 88.22 feet to the beginning of a 20 foot radius curve, the center of which bears South 0° 55' 30" West; thence Southeast 27.93 feet along the arc of said curve through a central angle of 80° 00' 00"; thence South 9° 04' 30" East, 103.22 feet to the beginning of a 138.53 foot radius curve, the center of which bears North 80° 55' 30" East; thence Southeast 194.21 feet along the arc of said curve through a central angle of 80° 19' 30"; thence South 0° 36' 00" West, 4.80 feet; thence North 89° 24' 00" West, 547.41 feet to a point that is 129.59 feet East of the West line of the Northeast 1/4 of said Section 5 as measured along the prolongation of said last mentioned course; thence North 0° 04' 00" East, 150.04 feet along a line parallel with the West line of the Northeast 1/4 of said Section 5; thence North 81° 27' 00" East, 2.91 feet; thence North 0° 04' 00" East, 126.42 feet to the Point of Beginning.

EXCEPTING FROM BOTH ABOVE PARCELS (Lot "A" and "B"), THE FOLLOWING:

A parcel of land in the Northeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd P.M., Lake County, Indiana, more particularly described as follows: Commencing at the Southwest corner of the Northeast Quarter of said Section 5; thence North 0 degrees 04 minutes East 1,068.10 feet along the West line of said Northeast quarter; thence South 89 degrees 56 minutes East 136.09 feet to the place of beginning; thence continuing South 89 degrees 56 minutes East 130.91 feet; thence South 29 degrees 04 minutes 30 seconds East 141.64 feet to the beginning of a 95 foot radius curve, the center of which bears North 60 degrees 55 minutes 30 seconds East; thence Southeasterly 19.96 feet along the arc of said curve through a central angle of 12 degrees 02 minutes 27 seconds; thence North 89 degrees 56 minutes West 214.94 feet; thence North 0 degrees 04 minutes East, 8.19 feet; thence North 89 degrees 27 minutes East 3.62 feet; thence North 0 degrees 04 minutes East 131.27 feet to the place of beginning.

OSF
DL

615879

THIS MORTGAGE is executed by the LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Lake County Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said Lake County Trust Company personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Lake County Trust Company personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

In making any warranty herein, the trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this mortgage.