

Record and return to: Calumet Federal Savings & Loan Association, 7007 Calumet Avenue, Hammond, IN 46324.

com 110194-88

CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION HAMMOND, INDIANA

657010

MORTGAGE

Mercantile National Bank of Indiana, as Trustee under Trust Agreement dated November 30, 1979

THIS INDENTURE WITNESSETH, That: ~~and known as Trust Number 3812~~

of the County of Lake and State of Indiana, MORTGAGE AND WARRANT to the CALUMET FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized under the laws of the United States of America, with principal offices in the City of Hammond, Indiana, the following described real estate situated in the county of Lake and State of Indiana, to-wit:

Lots 7 to 12, both inclusive, in Block 4 in Wicker Boulevard Addition to Highland, as per plat thereof, recorded in Plat Book 16 page 24, in the Office of the Recorder of Lake County, Indiana

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JAN 8 11 01 AM '82
WILIAM BIELSKI JR
RECORDER

together with all and singular the tenements, appurtenances, rights, easements and privileges thereunto belonging, as well as the rents, income and profits thereof and therefrom, as well as all heating, air conditioning, plumbing and lighting fixtures and all other equipment and appliances attached thereon, to secure the payment, when the same becomes due of a promissory note of even date, payable to the Mortgagee in the principal sum of \$255,000.00 due and payable on or before the 11th day of January, 1985 as provided in said note, with interest as provided in said note from date until paid, all without relief from valuation and appraisal laws with reasonable attorney's fees after default.

The Mortgagors expressly covenant and agree (1) to pay all taxes and special assessments levied against said real estate and improvements as the same become due and payable; (2) to keep all improvements located upon said real estate or hereafter located thereon insured against loss or damage by fire or such other events as the Mortgagee may require with insurers approved by the Mortgagee with suitable loss payable clauses to said Mortgagee; which said taxes and insurance, the Mortgagors covenant and agree to pay by paying to the Mortgagee in monthly installments simultaneously with the installments to become due as provided in the aforesaid mortgage note, as an additional amount to be paid by said Mortgagors, which additional amount is to be used by the Mortgagee in the payment of said taxes, assessments and insurance premiums, when due, and in the event the sum above provided does not furnish sufficient funds for the purpose of paying said taxes, assessments and insurance premiums, the said Mortgagors shall pay such additional amounts therefor as the Mortgagee may from time to time require, provided however, that in the event said monthly payments shall at the expiration of each calendar year, during the existence of this mortgage, be found to be more than sufficient to pay said taxes, assessments and insurance premiums, then such over-plus, if any, shall be applied upon succeeding annual periods for the payment of taxes, insurance premiums and assessments to accrue during the following annual period, and a similar application and adjustment shall be made every year thereafter until the debt for said taxes, assessments and insurance premiums are fully paid; (3) to permit no waste to be committed upon said premises or allow said premises to be used for any illegal or immoral purposes; (4) to keep and maintain said premises in good condition and repair; and (5) in the event of the failure of the Mortgagors to keep these covenants, or any part thereof, the Mortgagee may pay such taxes and assessments, procure such insurance or make such repairs and any sums so expended by said Mortgagee therefor, together with interest increased two percent (2%) per annum above the contract rate shall be and become a part of the debt secured by the mortgage.

In the event of any default in the payment of said note or the covenants of this mortgage, and the continuance of such default for sixty (60) days, the Mortgagee may declare the entire debt due and foreclose said mortgage, and in such event The Mortgagors shall pay all costs of said foreclosure, including the cost of continuations of abstracts, or costs of guaranty policy and attorney's fees and court costs, and in such event the Mortgagee is hereby given the right to obtain the appointment of a Receiver, who shall take possession of said real estate under the usual powers and authority granted Receivers in such cases.

The Mortgagors shall make no material alterations to said real estate or remove any improvements therefrom without the written consent of the Mortgagee, and shall not permit or suffer any legal proceedings to be instituted against said real estate; and it is further understood and agreed that this mortgage is made subject to all Regulations and By-Laws of said Mortgagee, which are hereby ratified and made a part of this contract, and all amendments thereto that may be made before the final payment of this loan.

The Mortgagors agree to reimburse Mortgagee by additions to the mortgage loan balance for all expenses caused Mortgagee in connection with litigation, consultations, services, and documentation resulting from Mortgagors alleged acts of omission or commission.

The Mortgagors agree not to sell or convey the mortgaged premises, without the consent of the mortgagee, so long as any part of the debt hereby secured remains unpaid, and that the violation of this provision will accelerate the maturity of the indebtedness secured hereby and cause the entire unpaid balance of said indebtedness to become immediately due and payable, at the option of the Mortgagee, without notice, and the indebtedness hereby secured shall bear interest increased two percent (2%) per annum above the contract rate from and after the date of such sale or conveyance.

This mortgage shall secure the payment of any additional notes made hereafter by Mortgagors to Mortgagee for any purpose within the discretion of the Mortgagee, PROVIDED ONLY, that the aggregate principal amount of the indebtedness secured hereby shall at no time exceed the original amount thereof, excepting for the provisions made hereinabove for the payment of taxes, insurance and repairs.

This mortgage shall be binding on the undersigned, their heirs, personal representatives, successors, grantees and assigns.

It is agreed that time is of the essence of this contract and that no waiver of any obligations hereunder shall at any time hereafter be held to be a waiver of the terms hereof or of the note secured hereby. The attached addendum is included in, and made a part of this mortgage.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals, on this, the 12th day of January, 1982.
Mercantile National Bank of Indiana, as Trustee under Trust Agreement dated November 30, 1978, and known as Trust Number 3812.
(Seal) SEE SIGNATURE PAGE ATTACHED (Seal)

STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me, the undersigned, a Notary Public within and for the county and state aforesaid, this _____ day of _____, 19____, personally appeared: _____ and acknowledged the execution of the foregoing Mortgage to be their free and voluntary acts and deeds, for the uses and purposes therein set forth.

Witness my hand and Notarial seal, as of the day and year first hereinabove written.

My commission Expires:

SEE SIGNATURE PAGE ATTACHED

This document prepared by _____ Notary Public
Lawrence S. Tomczak

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MORTGAGE RECORDS
INDIANA
MORTGAGE RECORDS

ADDENDUM TO MORTGAGE

The Mortgagor agrees that it will not accept a direction from the beneficiary or beneficiaries of Trust No. 3812 to assign, sell, transfer or convey all or any part of a beneficial interest in Trust No. 3812 to the following described real estate:

Lots 7 to 12, both inclusive, in Block 4 in Wicker Boulevard Addition to Highland, as per plat thereof, recorded in Plat Book 16 page 24, in the Office of the Recorder of Lake County, Indiana.

without the consent of the mortgagee, and that no transfer of a beneficial interest hereunder shall be effective without the consent of the mortgagee so long as any part of the debt hereby secured remains unpaid, and that the violation of this provision will accelerate the maturity of the indebtedness secured hereby and cause the entire unpaid balance of said indebtedness to become immediately due and payable, at the option of the mortgagee, without notice, and the indebtedness hereby secured shall bear interest at the rate of 18.00% per annum from and after the date of such sale, conveyance, transfer or assignment of a beneficial interest.

Mercantile National Bank of
Indiana as Trustee under Trust
No. 3812

January 12, 1982
Date

By: ✓ SEE SIGNATURE PAGE ATTACHED

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 30th day of November, A.D. 19 78, creating Trust No. 3812; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intend, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA has caused its name to be signed to these presents by a Sr. Vice President and Trust Officer and its corporate seal to be hereunto affixed and attested by its Vice President and Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA as Trustee aforesaid and not personally,

By H.F. Smiddy, Jr., Sr. Vice President and Trust Officer

ATTEST:

Franklin J. Black, Vice President and Trust Officer

STATE OF INDIANA)) SS:) COUNTY OF LAKE)

I, LOUISE M. JOHNSON, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that H.F. SMIDDY, JR. of the MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, and FRANKLIN J. BLACK of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice President and Trust Officer and Vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Vice President and Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of January 19 82

Louise M. Johnson Notary Public

My Commission Expires: May 9 1985 County of Residence: Lake