



3. **Repair of Premises; Payment of Taxes and Assessments.** The Mortgagors shall keep the mortgaged premises in good repair and shall not commit or permit waste thereon or do or permit to be done anything that may impair the value of the mortgaged premises, or remove or alter any structure now located on the mortgaged premises without the Bank's prior written consent. The Mortgagors shall promptly restore any part of the mortgage premises which may be damaged or destroyed. The Mortgagors shall pay, when due, all taxes and assessments levied or assessed against the mortgaged premises, or any part thereof, which are not paid with funds held by the Bank in the escrow account described in Paragraph 2 above.

4. **Statutes and Ordinances to be Obeyed.** Mortgagors shall comply with all statutes, ordinances, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body or official, applicable to the mortgaged premises, or any part thereof, or to the Mortgagors, or to the operation of any business of the Mortgagors which directly affect the mortgaged premises; provided, that the Mortgagors may contest any of the matters referred to in this paragraph in any reasonable manner which, in the judgment of the Bank, will not adversely affect the rights of the Bank, its successors or assigns, or the holders of the Note.

5. **Insurance.** The Mortgagors shall procure and maintain in effect at all times adequate insurance written by reliable insurance companies acceptable to the Bank which insure against loss or destruction of the mortgaged premises by fire, wind storm, and other such hazards in such amounts as the Bank, from time to time, may require. All such policies of insurance shall contain proper clauses making sums recoverable upon such policies payable to the Bank and to the Mortgagors, as their respective interests may appear, and shall not be subject to cancellation without prior written notice to the Bank. The Mortgagors authorize the Bank to endorse on the Mortgagors' behalf drafts reflecting such insurance proceeds; provided, that the Bank shall remit to Mortgagors such surplus, if any, as remains after the proceeds have been applied, at the Bank's sole discretion, to the restoration of the mortgaged premises or to the satisfaction of all indebtedness secured by this Mortgage. All such policies of insurance and abstracts of title or title insurance policies covering the mortgaged premises shall, at the Bank's request, be delivered to and retained by the Bank until the indebtedness secured hereby is fully paid.

6. **Advances to Protect Security.** The Bank may, at its option, advance and pay all sums necessary to protect and preserve the mortgaged premises, and all sums so advanced and paid by the Bank shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the same rate set forth in the Note. 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 attorney fees incurred by the Bank in respect of any and all legal or equitable proceedings which relate to this Mortgage or to the mortgaged premises.

7. **Condemnation of Mortgaged Premises.** If all or any part of the mortgaged premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the mortgaged premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is hereby assigned to the Bank, which is empowered to collect and receive the same and to give proper receipts therefor in the name of the Mortgagors, and the same shall be paid forthwith to the Bank. Any award or payment so received by the Bank may, at the Bank's option, be retained and applied, in whole or in part, to the indebtedness secured hereby, whether or not then due and payable, in such manner as the Bank may determine, or may be released, in whole or in part, to the Mortgagors for the purpose of altering, restoring, or rebuilding any part of the mortgaged premises which may have been altered, damaged, or destroyed as a result of such taking, alteration or proceeding. The Bank shall not be obliged to see to the application of any such amount.

8. **Remedies on Default.** In the event of a default by Mortgagors in the payment provided for in the Note, or provided for herein, or in the performance of any covenant or agreement of the Mortgagors, or of any other instrument given as additional security in connection with this transaction, or if Mortgagors shall abandon the mortgaged premises, or shall be adjudged bankrupt or a debtor in reorganization or arrangement proceedings, or if a trustee or receiver shall be appointed for the Mortgagors or for any part of the mortgaged premises, or if Mortgagors shall make an assignment for the benefit of their creditors, or in the event of any judgment or proceeding entered or brought against Mortgagors by or in favor of any third person affecting the mortgaged premises or to foreclose any lien thereon or any part thereof; then and in any such event the entire indebtedness secured hereby shall become immediately due and payable at the option of the Bank, without notice, and this Mortgage may be foreclosed accordingly. The Bank may obtain, without notice, the appointment of a receiver for the mortgaged premises to collect the rents and profits and to maintain the mortgaged premises during any foreclosure proceeding.

9. **Remedies Cumulative; Not Affected by Delay in Exercise.** All rights and remedies provided for herein which may be exercised by the Bank are cumulative and in addition to any other rights and remedies available to the Bank, at law or in equity. No delay by the Bank in the exercise of any of its rights hereunder shall preclude the subsequent exercise thereof so long as the Mortgagors are in default hereunder, and no waiver by the Bank of any default of the Mortgagors shall operate as a waiver of subsequent or other defaults. The making of any payment by the Bank for any of the purposes herein permitted shall not constitute a waiver of any breach of Mortgagors' covenant to perform such act. Notice by the Bank of its intention to exercise any right or option hereunder is expressly waived by the Mortgagors, and any one or more of the Bank's rights or remedies hereunder may be enforced successively or concurrently.

10. **Extensions, Renewals and Releases.** The Bank, at its option and on such terms as it may desire, may extend the time of payment of any part or all of the indebtedness secured hereby, or release any part of the mortgaged premises from the lien of this mortgage without impairing the lien of this mortgage, and without releasing the Mortgagors or any guarantors or sureties, as to the remainder of the mortgaged premises.

11. **Mortgaged Premises Not to be Sold or Transferred.** The mortgaged premises shall not be sold or transferred and no contract or agreement shall be entered into by the Mortgagors whereby anyone may acquire the right to lien, mortgage or otherwise encumber the mortgaged premises without the written consent of the Bank. Any sale or transfer without the Bank's consent, as herein provided, shall be an event of default under this mortgage.

12. **Late Charge.** In the event any payment to be made by the Mortgagors is overdue for a period in excess of 15 days, the Bank may impose as a condition to acceptance of payment a late charge of 2 per cent of the aggregate monthly payment overdue, with a minimum late charge of \$2.00, for the purpose of defraying the expense incident to handling the delinquent payment.

13. **Prepayment.** The Mortgagors may prepay all or any part of the principal sum secured by this mortgage; provided, however, that if within \_\_\_\_\_ years from the date hereof the aggregate amount of such prepayments in a six month period exceed 20 per cent of the original principal sum of the note, the Bank shall have the right to charge a sum equal to 90 days advance interest on the amounts so prepaid within said six month period.

14. Future Advances. This mortgage also secures payment of any additional loans and advances made by the Bank, at its option, to the Mortgagors, from and after this date, and all instruments evidencing same.

15. Miscellaneous Provisions. All rights and obligations of the Mortgagors hereunder shall extend to and be binding upon the several heirs, personal representatives, grantees, successors and assigns of the Mortgagors, and shall inure to the benefit of the Bank, its successors and assigns. In the event this mortgage is executed by one person or a corporation, the word Mortgagors, as used herein, shall be construed to be Mortgagor, and the terms and provisions of this mortgage shall be construed accordingly. If this mortgage is executed by more than one person or corporation, the word Mortgagors shall be construed to refer to such persons and corporations jointly and severally. Time is of the essence of this mortgage. 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.

16. Additional Provisions.

IN WITNESS WHEREOF, The Mortgagors have affixed their hands and seals this 20th day of May, 1974, at Crown Point, Indiana.

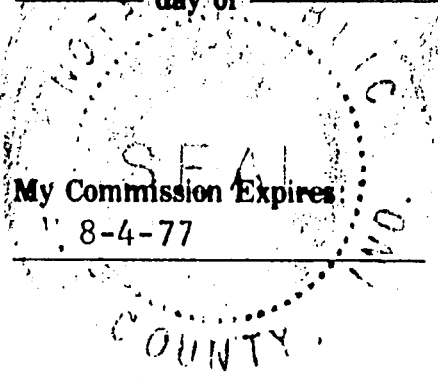
*Richard J. McConnehey* (SEAL)  
(Richard J. McConnehey)  
*Edith McConnehey* (SEAL)  
(Edith McConnehey)

STATE OF INDIANA )  
COUNTY OF Lake ) SS:

Before me, a Notary Public in and for said County and State, this 20th day of May, 1974, personally appeared Richard J. McConnehey and Edith McConnehey, husband and wife,

\_\_\_\_\_, who acknowledged the execution of the foregoing Real Estate Mortgage. I certify that I am not a director or officer of the bank. Witness my hand and notarial seal this 20th day of May, 1974.

*Ingeborg R. Beckmann*  
(Ingeborg R. Beckmann) Notary Public



This instrument prepared by Vivian M. Luke