

CM 11/31-82

Return To: 1st Bank of Whiting
5711 Westside Hwy
Crown Point, Ind.

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670493

Real Estate Mortgage

THIS INDENTURE WITNESSETH: THAT The First Bank of Whiting, as Trustee under a Trust Agreement dated the 18th day of December 1979 and known as Trust No. 1511

hereinafter referred to as "Mortgagor", MORTGAGE AND WARRANT TO: The First Bank of Whiting, Whiting, Indiana

hereinafter referred to as "Mortgagee", the following described real estate in Lake County, Indiana, to-wit:

See Exhibit "A" attached hereto and made a part hereof for Legal Description.

together with all rights, privileges, easements and appurtenances thereto belonging; all buildings and improvements now or hereafter placed or erected thereon; and all rents, leases, profits, revenues, issues and income thereof.

THIS MORTGAGE is given to secure the performance of the payment of a certain note, of even date herewith, executed by the Mortgagor and payable to the order of the Mortgagee, at 1500 - 119th Street, Whiting, Indiana

In the principal sum of Nine Hundred Fifty Five Thousand and 00/100 ----- Dollars (\$ 955,000), with interest thereon, as provided in said note, which note is payable as follows. To be paid in full on or before November 30, 1982.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JUN 2 2 46 PM '82
WILLIAM BIELSKA
RECORDER

Without relief from valuation and appraisal laws, and with attorney's fees, all as provided for in said note, which said note reference is hereby specifically made, and all extensions and renewals, and for the further purpose of securing the payment of any and all sums, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the mortgagor to the mortgagee during the term of this mortgage, howsoever created, incurred, evidenced, acquired or arising, whether under the note or this mortgage or under any other instrument, obligations, contracts or agreements, or dealings of any and every kind now or hereafter existing or entered into between the mortgagor and the mortgagee and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said note and in any other agreements had by and between the parties herein, and any and all renewals or extensions of any of the foregoing (hereinafter collectively called the "debt"); any and all advancement made or indebtedness incurred as hereinafter provided for; and the prompt and faithful performance of any and all of the provisions hereof.

Mortgagor, for the purpose of inducing the mortgagee to make the loan hereby secured and as further consideration for the making of said loan, does expressly represent, warrant, covenant and agree as follows:

1. That he is the owner in fee simple of the hereinbefore described real estate, buildings, improvements, rents and profits and that this instrument is a first lien thereon; that he will pay all obligations secured hereby and all sums payable hereunder promptly when due with reasonable attorney's fees and without relief from valuation and appraisal laws; that he will pay promptly when the same become due all prior and subsequent encumbrances and liens upon said real estate, buildings, and improvements; that he will procure at his own expense for mortgagee all instruments and expend any money which the mortgagee may at any time deem necessary to perfect the mortgagor's title or to preserve the security intended to be given by this mortgage; that if the mortgagee is made a party to any suit, arising out of or in connection with this loan, the mortgagor agrees to pay all reasonable expenses, costs and attorney's fees incurred by mortgagee on account of such suit; that he will keep said buildings and improvements insured against loss or damage by fire, lightning, windstorm and such other hazards as the mortgagee shall at any time demand in a company or companies acceptable to mortgagee for their full insurable value with a proper mortgage clause in favor of mortgagee and will immediately deliver such policies to mortgagee to be held by it until this mortgage is fully discharged; that he will keep all buildings, fences and improvements in good repair and properly painted; that he will pay all taxes, assessments and other governmental impositions levied against the mortgaged property when the same become due and payable; that he will deliver herewith to mortgagee to be retained by it until this mortgage is fully released a guarantee title policy to the mortgaged premises; and that in the event of any default in mortgagor's covenants hereunder he will procure at his expense and deliver to mortgagee a continuation of said guarantee title policy to the date of said default. Said guarantee title policy shall be made by a guarantee title policy company designated by the mortgagee and shall become the property of the grantee under any sheriff's deed issued in connection with proceedings to foreclose this mortgage.

In the event mortgagee requests, the mortgagor, in addition to all sums set forth in the note, agrees to make monthly deposits with the mortgagee, in a non-interest bearing account, at the same times as installments of principal and interest are payable, of a sum equal to one-twelfth (1/12) of the estimated yearly taxes and assessments levied or to be levied against the mortgaged premises and insurance premiums, all as estimated by mortgagee. Such deposits shall be applied by mortgagee to the payment of such taxes, assessments or insurance premiums when due. Any insufficiency of such account to pay such taxes, assessments and insurance premium when due shall be payable by mortgagor on demand. Upon any default under this mortgage, mortgagee may apply any funds in said account to any obligations then due under this mortgage.

2. That upon default by mortgagor in the performance of any of his covenants hereunder, mortgagee may procure the performance thereof and all money expended or obligations incurred with interest thereon at the rate of .20.0 per cent per annum shall immediately become due and payable by mortgagor and shall be a part of the debt secured hereby of equal priority with all other obligations secured hereby;

3. That the mortgagor will not sell, convey or transfer, either directly or indirectly, the mortgaged premises, or any portion thereof, so long as any part of the indebtedness hereby secured remains unpaid, without first obtaining the written consent of the mortgagee, and that upon a violation of this covenant, or the default by the mortgagor in the performance of any other of his covenants contained herein, the maturity of all obligations and indebtedness secured hereby and all sums payable hereunder shall, at the option of the mortgagee, be accelerated and shall become immediately due and payable, and the mortgagee may foreclose this mortgage or may pursue any or all other legal or equitable remedies afforded by this instrument and any and all other instruments and provisions of law, and any such remedy or remedies so pursued by the mortgagee shall not be exclusive, but shall be cumulative, and the exercise of any remedy or right by the mortgagee shall not operate to bar or abridge the mortgagee's right to pursue any other remedy or remedies. Any delay or failure at any time by the mortgagee to enforce or require performance by the mortgagor of any of the provisions of this mortgage shall in no way affect the right of the mortgagee to enforce the same, nor shall such delay or failure be construed as a waiver by the mortgagee of the right to enforce any of the provisions hereof without notice at any subsequent time, nor shall the waiver by the mortgagee of any provision hereof be taken to be a waiver of any succeeding breach of any of the provisions hereof, nor as a waiver of the provision itself;

P.M. \$50

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR LAKE COUNTY, INDIANA

4. That upon default by mortgagor in his covenants hereunder, this mortgage shall be construed to embrace an assignment to mortgagee of all rents, profits and issues arising from the mortgaged premises and mortgagee shall be entitled to collect the same and to deduct its' reasonable charges for its services in so doing, and to apply the balance thereof upon the obligations secured hereby. Upon the commencement of any action by mortgagee to enforce or protect any of its rights hereunder, mortgagee shall be entitled to the appointment of a Receiver to take possession of and protect the mortgaged premises, to collect the rents, earnings, income, issues and profits thereof or therefrom and make proper application of the same, to operate any business run by mortgagor on the mortgaged premises, and the right to such appointment shall in no manner be dependent upon the solvency or insolvency of any mortgagor liable herein or upon the then value of the mortgaged premises. The mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Mortgagee shall have the further right to inspect the books and records of the mortgagor at any reasonable time, or times, while the mortgagor is in default of any of the terms, restrictions, conditions or covenants hereof;

5. That all parties now or hereafter liable hereon, or upon any obligations secured hereby, consent to extensions of time of payment without notice or consent on their part, and the mortgagee at its option may extend the time for the payment of said indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore without the consent of any junior lien holder, No notice of the exercise of any right or option granted to the mortgagee in this, or any instruments secured hereby, is required to be given. Any extension, reduction or renewals shall not release the mortgagor or any endorser or guarantor from liability for such indebtedness, or affect the priority of this mortgage over any junior lien or impair the security thereof in any manner whatsoever. It is expressly agreed that time is of the essence hereof, and that if this mortgage be executed by more than one mortgagor, every agreement herein contained shall be the joint and several obligation of the mortgagors.

6. That all parties now or hereafter liable hereon, or upon any obligations secured hereby, consent and agree that the within mortgage shall constitute a valid lien and security for any and all additional advancements made or other indebtedness incurred by and between the said parties, in an amount not to exceed Fifteen Hundred (\$1500.00) Dollars, which lien and security shall be valid and subsisting against subsequent purchasers or encumbrances with notice, actual or constructive;

7. That in the event that any payment provided for in the note secured hereby shall become overdue for a period in excess of ten days, the mortgagor agrees to pay, to the extent that it is lawful, a "late charge" of 5¢ of each \$1.00 of each installment so overdue, for the purpose of defraying the expense incident to handling the delinquent payment, provided that no such "late charge" shall exceed 1.00,00 and only one "late charge" shall be collected for any one delinquent installment.

The forms of I, HE, SHE, IT, in any case or number, or their compound forms, with self or selves, when used in this mortgage or in the obligations secured hereby, shall, if the context requires, be construed as synonymous each with the other, and the singular when used herein shall under like requirements be construed to embrace the plural and the plural the singular.

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal this day of, 19.....

.....(SEAL) SEE ATTACHED SIGNATURE PAGE.....(SEAL)
.....(SEAL)(SEAL)

STATE OF INDIANA } ss:
COUNTY OF

Before me, the undersigned, a Notary Public in and for said County and State, this day of, 19.....
came

and acknowledged the execution of the annexed instrument.

WITNESS MY HAND and Official Seal
Notary Public

My Commission Expires

This instrument prepared by

STATE OF INDIANA } ss:
COUNTY OF

On this day of, 19....., personally appeared before me, a Notary Public in and for said County
and State, and , respectively

..... persident and secretary of

who acknowledged the execution of the annexed mortgage as such officers for and on behalf of said corporation.

WITNESS MY HAND and Official Seal
Notary Public

My Commission Expires

EXHIBIT "A"
Attached to \$955,000.00 Mortgage
Dated 6/1/82

LEGAL DESCRIPTION

Lots 35, 36, 37, 38, 39, 42, 43, 44 & 45 in Broadmoor, a planned Unit development, as shown in Plat Book 51, page 39, being a part of the Northwest Quarter of Section 19, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, and being more particularly described as follows:

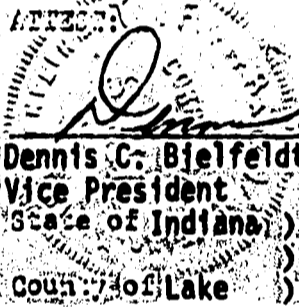
Beginning at the Northeast corner of the Northwest Quarter of Section 19, Township 35 North, Range 8 West; thence South 00 degrees 00 minutes 00 seconds West (assumed bearing) on and along the East line of said Northwest Quarter Section, a distance of 1502.30 feet; thence South 90 degrees 00 minutes 00 seconds West a distance of 376.79 feet; thence South 49 degrees 25 minutes 02 seconds West a distance of 307.43 feet to the Northeast corner of Broadmore Mini-Mall (a recorded plat); thence South 90 degrees 00 minutes 00 seconds West on and along the North line of said Broadmore Mini-Mall, a distance of 328.54 feet to the Northwest corner of said Broadmore Mini-Mall and a point on the East property line of land owned now or formerly by the Broadmoor Country Club; thence North 49 degrees 25 minutes 02 seconds East on and along the East line of said Broadmoor Country Club, a distance of 776.77 feet; thence North 00 degrees 52 minutes 58 seconds West on and along the East property line of said Broadmoor Country Club, a distance of 906.96 feet; thence North 62 degrees 04 minutes 55 seconds West on and along the East property line of said Broadmoor Country Club, a distance of 494.27 feet; thence North 00 degrees 00 minutes 00 seconds East on and along the East property line of said Broadmoor Country Club, a distance of 83.85 feet to the Northeast property corner of said Broadmoor Country Club and a point on the North line of said Northwest Quarter, thence South 88 degrees 12 minutes 00 seconds East on and along the North line of said Northwest Quarter, a distance of 800.00 feet to the point of beginning.


\$955,000.00 MORTGAGE

THIS MORTGAGE is executed by THE FIRST BANK OF WHITING, 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 THE FIRST BANK OF WHITING, 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 note contained shall be construed as creating any liability on the said First Party or on said THE FIRST BANK OF WHITING personally to pay the said 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 the First Party and its successors and said THE FIRST BANK OF WHITING personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, THE FIRST BANK OF WHITING, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and Trust Officer and its corporate seal to be hereunto affixed and attested by its Second Vice President this 1st day of June, 19 82.

THE FIRST BANK OF WHITING, not personally but as Trustee under the provisions of a Trust Agreement dated December 18, 1979 and known as Trust No. 1511.


Dennis C. Bielfeldt, Second Vice President
State of Indiana
County of Lake


Dennis W. Churilla, Vice President and Trust Officer

I, Marilyn B. Dyke, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Dennis W. Churilla and Dennis C. Bielfeldt, of THE FIRST BANK OF WHITING, a state banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer and Second Vice President 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 state banking association, as Trustee, for the uses and purposes therein set forth; and the said Dennis C. Bielfeldt did also then and there acknowledge that he, as custodian of the corporate seal of said state banking association, did affix the said corporate seal of said state banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said state banking association, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of June 19 82.

MY COMMISSION EXPIRES:

3/16/84


Marilyn B. Dyke, Notary Public
Lake County Resident

