

HO 397890-1 LD
Wm 278900

678445

WRAP-AROUND MORTGAGE

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

THIS MORTGAGE, made the 13th day of August, 19 82, BETWEEN
MORTGAGOR, GERARD M. MANZO AND PATTY J. MANZO, HUSBAND AND WIFE
and the CALUMET SECURITIES CORPORATION a corporation organized and existing under
the laws of ~~the State of Indiana~~ THE STATE OF INDIANA

WITNESSETH:

That to secure the payment of an indebtedness in the sum of FIFTY NINE THOUSAND FIVE HUNDRED AND
NO/100-----(\$ 59,500.00) lawfully money of the
United States, to be paid in accordance with the terms of a certain mortgage note this day made by the Mortgagor herein
to the Mortgagee herein, with interest thereon to be computed from the date hereof, at the rate of 13.750
per centum per annum, and to be paid on the FIRST day of JANUARY, 2005,
when the entire balance of the principal advanced hereunder shall become due and payable according to the Promissory Note
bearing even date herewith, the Mortgagor hereby mortgages to the Mortgagee ALL that certain plot, piece or parcel of land,
with the buildings and improvements thereon erected situate, lying and being in the:

625 - 205th Place
Dyer, IN 46311

Lot 537, Northgate 9th Addition, to the Town of Dyer, as shown in Plat
Book 44, page 17, in Lake County, Indiana.

PERMIT 45-258A SCHERERVILLE
CALUMET SECURITIES CORPORATION
The intangible tax on this instrument is
paid direct to the Intangibles Tax Division
in accordance with Ch. 163, Acts 1957.
OFFICIAL PERMIT STAMP
Approved by Intangibles Tax Division

678446
for address check

TOGETHER with all right, title and interest of the Mortgagor in and to the land lying in the front of and adjoining said premises;

TOGETHER with all fixtures, chattels, and articles of personal property now or hereafter attached to or used in
connection with said premises;

TOGETHER with all awards heretofore and hereafter made to the Mortgagor for taking be eminent domain the whole or
any part of said premises or any easement therein, including any awards for changes of grade of streets, which said
awards are hereby assigned to the Mortgagee, who is hereby authorized to collect and receive the proceeds of such awards
and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the mortgage debt, not-
withstanding the fact that the amount owing thereon may not then be due and payable; and the said mortgagor hereby agrees,
upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of
assigning said awards to the mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

THE Mortgaged Premises are subject to the lien of the following described mortgage (hereinafter for convenience
referred to as "Senior Mortgage"); dated: 6-19-75 to Thomas Aloysius Reynolds, Jr. and Donna M. Reynolds
in the amount of 39,200.00 recorded 6-25-75 Document# 304744 with a rate of 8.5% for 30years.
MORTGAGOR covenants and agrees to comply with all of the terms and provisions of said senior mortgage (except the
requirement to make the payments of principal and interest thereon); and upon compliance by Mortgagor with the terms and
provisions contained in said senior mortgage and contained herein; Mortgagee will pay the installments of principal and
interest from time to time due under said senior mortgage in accordance with its terms to the extent of the payments re-
ceived on the note secured hereby. Nothing contained herein shall require the holder of the note secured hereby to per-
form the terms or provisions contained in said senior mortgage required to be performed by Mortgagor, its successors and
assigns, except the payment of installments of principal and interest but only in accordance with the terms and provisions
hereof. If Mortgagor shall default in the performance of any term or provision contained in this Mortgage, Mortgagee shall
not be obligated to pay any principal or interest under the senior mortgage.

MORTGAGOR covenants and agrees that, to the extent Mortgagee pay any installment of principal or interest or any other
sums due under the senior mortgage in excess of the payments required to be made herein, Mortgagee shall become entitled to
a pro-rata lien on the mortgaged premises hereunder but equal in rank and priority to the senior mortgage and, in addition,
to the extent necessary to make effective such rank and priority: a) Mortgagee shall become subrogated to, receive, and
enjoy all of the rights, liens, powers and privileges granted to the senior Mortgagee under the senior mortgage, and b)
the senior mortgage shall remain in existence for the benefit of and to further secure the debt and other sums secured,
or that hereafter become secured, hereunder. ~~Contractor hereby agrees to pay the taxes on the property~~

NOTWITHSTANDING anything to the contrary therein contained, Mortgagor covenants and agrees to keep the present senior
mortgage in full force and effect for its entire term.

IN case of default hereunder, in addition to any other rights and remedies available to Mortgagee, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on the senior mortgage, other prior encumbrances, if any, and purchase, discharge, compromise, or settle the senior mortgage, any tax lien or other prior lien or title or claim thereto, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other money advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of EIGHTEEN percent (18.000 %) per annum. Inaction of mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

ANYTHING to the contrary herein contained notwithstanding any of the rents, issues, and profits of said premises heretofore or hereafter released by the prior Mortgagee, or heretofore or hereafter not transferred or assigned to the prior Mortgagee under the terms of its mortgage dated 6-19-75, 19 75, in ~~book~~ Docu# 304744, p. 6-25 of Mortgages, shall be transferred and assigned to the Mortgagee herein as further security for the payment of said indebtedness, and the Mortgagor grants to the Mortgagee license to enter upon said premises for the purpose of collecting the same and to let and operate said premises or any part thereof, and to apply the rents, issues and profits, after payment of all charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until said mortgage is paid. The Mortgagee hereby waives the right to enter upon said premises for the purpose of collecting said rents, issues and profits, and the Mortgagor shall be entitled to collect and receive said rents, issues, and profits until default hereunder, but such right of the Mortgagor may be revoked by the Mortgagee upon any default. In the event of any default hereunder, the Mortgagor will pay monthly in advance to the Mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of said Premises or of such part thereof as may be in the possession of the Mortgagor and upon default in such payments will vacate and surrender the possession of said premises to the Mortgagee or such receiver.

ANY default on the part of the Mortgagor herein under the terms of the senior mortgage or note said senior mortgage secures shall constitute a default under the terms of this mortgage and the note secured thereby, and shall entitle the Mortgagee herein to exercise any and all rights and remedies given hereunder.

THE MORTGAGOR herein hereby agrees to notify the holder of the senior mortgage that it is authorized to accept any and all payments upon said mortgage directly from the Mortgagee herein and further agrees to request said senior Mortgagee to direct all notices of default or otherwise required to be given by the holder of the senior mortgage to the Mortgagee herein.

IT IS FURTHER covenanted and agreed that this Mortgage is also made to secure the performance of all the covenants and agreements herein contained, including the payment of reasonable attorneys' fees and legal expenses; and to secure the performance of any other agreement between the Mortgagor and the Mortgagee, including:

- A. Securing any renewal or extensions of such indebtedness;
- B. Also securing all future advances to the full amount of this Mortgage;
- C. Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of the Mortgage

AS ADDITIONAL security for the repayment of the indebtedness hereby secured, the Mortgagor hereby assigns to the Mortgagee all rights, title and interest in and to all existing leases and all future leases upon and affecting the mortgaged premises, together with any extensions or renewals of such leases, and all rentals and income arising from the mortgaged premises; provided that so long as there is no default in any of the terms or conditions of this mortgage or of the Note hereby secured or of any extension or renewal thereof, the Mortgagor shall continue to manage the mortgaged premises as owners and collect all income arising therefrom, but only as it accrues, rendering such report or reports as may reasonably be required by the Mortgagee. All foregoing together with the real estate herein referred to as the "Mortgaged Premises".

MORTGAGOR covenants that they are lawfully seized of an indefeasible estate in fee simple in such Mortgaged Premises and have the right to Mortgage, grant and convey the Mortgaged Premises, that the Mortgaged Premises is unencumbered, except for those encumbrances, liens and easements of record, and that the Mortgagor will warrant and defend generally the title to the Mortgaged Premises against all claims and demands whatever.

THE MORTGAGORS and Mortgagee covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Mortgagors shall pay unto the Mortgagee promptly and when due the principal and interest on the indebtedness evidenced by the Note, prepayment and any other charges as provided in the Note without relief from valuation and appraisal laws and with all reasonable attorneys' fees and legal costs provided for therein.
2. CHARGES AND LIENS. Until the indebtedness evidenced by the Note shall have been fully paid, the Mortgagors shall keep the Mortgaged Premises free and clear of all liens and encumbrances of every kind (except the liens of current taxes), and shall pay, as they become due, all taxes and assessments, general or special, now existing or that may hereafter be levied or assessed upon the Mortgaged Premises or any part thereof, and shall deliver to the Mortgagee, upon the Mortgagee's demand therefore, receipt of the proper officers for the payment of any such taxes and assessments.
3. PRESERVATION AND MAINTENANCE OF PROPERTY. Mortgagors shall maintain all improvements currently on, and in the future to be placed on, the Mortgaged Premises in good repair and condition, normal wear and tear excepted, and shall not commit or suffer the commission of any waste, or significantly alter the design or structural character of any improvement now or hereafter situated on the Mortgaged Premises without the prior written consent of the Mortgagee. The Mortgagors shall not knowingly use or permit the use of any of the Mortgaged Premises for any purpose that violates any state or federal law or local ordinance or other governmental regulation.
4. HAZARD INSURANCE. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require from time to time; provided that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

Subject to the rights of the prior Mortgagee, the insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Mortgagee; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 6 hereof or, if not paid in such manner because of a waiver signed by Mortgagee, by Mortgagor making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Mortgagee and shall include a standard mortgagee clause in favor of, and in form acceptable to, Mortgagee and the Prior Mortgagee. Subject to the rights of the Prior Mortgagee, Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts of paid premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

5. **ADVANCES TO PROTECT MORTGAGED PREMISES.** If Mortgagor shall fail to pay punctually when due any tax or assessment levied or made against the Mortgaged Premises, or to maintain and insure the improvements in the manner above provided, or to discharge any liens or encumbrances asserted against the Mortgaged Premises, or to perfect and protect the title of the Mortgaged Premises and Mortgagee's status as a holder of a first lien, or if Mortgagee shall incur or expend any other sums, including reasonable attorneys' fees, whether or not in connection with any action or proceeding, necessary in its judgment to protect or enforce any of its rights under this Mortgage, the Mortgagee may pay any such sums and may perform any such act in such manner as Mortgagee may deem proper. Every such sum so paid by the Mortgagee and the reasonable cost of every such performance (including attorneys' fees and court costs) shall be added to the indebtedness secured by this Mortgage and secured by the lien of this Mortgage prior to any right, title, interest or claim to the Mortgaged Premises attached or occurring subsequent to the lien of this Mortgage. All such sums shall bear interest from the date of such payment and performance at the highest rate by law permitted per year and shall be repaid by the Mortgagor upon demand, with attorneys' fees and without relief from valuation and appraisal laws. However, nothing herein contained shall be construed as requiring the Mortgagee to pay any such sums or to perform any such acts. If Mortgagee pays any lien or encumbrance, Mortgagee shall be subrogated to the rights of the holder of such lien as fully as if such lien or encumbrance had been assigned to the Mortgagee. Mortgagor will indemnify and save Mortgagee harmless from, and repay on demand Mortgagee for, any liability, loss, cost, damage, expense or attorneys' fees by reason of any suit or proceeding to which Mortgagee is made a part on account of this Mortgage, and any liability, loss, cost, damage, expense or attorneys' fees so incurred by Mortgagee is made a part of the indebtedness secured by this Mortgage.

6. **FUNDS FOR TAXES, INSURANCE, ETC.** Upon written notice by Mortgagee, Mortgagee may add to each monthly payment of the indebtedness secured hereby an amount estimated by Mortgagee to be sufficient to enable Mortgagee to pay, at least thirty (30) days before they become due, all taxes, assessments, insurance, and other similar charges against the Mortgaged Premises, and Mortgagor shall pay such monthly payments, as so increased, on the dates provided for in the Note, including in such payment, upon demand by the Mortgagee, such additional monies as are necessary to make up any deficiency in the amount necessary to enable the Mortgagee to pay the above mentioned items. Such added payments shall not be, nor shall they be deemed to be, trust funds, but they may be commingled with the general funds of Mortgagee, and shall not bear interest. In the event of a default by Mortgagors in the performance of any of the provisions hereof or respecting the terms of any of the other instruments that also secure the indebtedness secured hereby, Mortgagee may deduct from said indebtedness an amount equal to Mortgagor's credit balance, which is the amount of payments made by Mortgagor under this paragraph, less amounts paid by Mortgagee for the above mentioned items.

7. **CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee, subject to the rights of the Prior Mortgagee.

In the event of a total taking of the Property, the proceeds, subject to the rights of the Prior Mortgagee, under the Prior Mortgage, shall be applied first to the sums secured by this Mortgage, and the remainder, if any, paid to Mortgagor. If there is a partial taking of the Property, the proceeds shall be applied as required by the Prior Mortgagee under the Prior Mortgage; and, with regard to any excess of such proceeds, there shall be applied to the sums secured by this Mortgage, with the balance of the excess, if any, paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date or change the amount of the monthly installments.

8. **EVENTS OF DEFAULT AND ACCELERATION.** Time is of the essence of this Mortgage. Upon default by Mortgagor in the making of any of the payments provided for in this Mortgage or in the observance or performance of any of the terms, provisions or conditions of this Mortgage or of the Note, or upon breach of any of the terms or conditions of the loan application dated 7-2-82, or upon the occurrence of any default under the Security Agreement, or upon the institution of any legal or equitable proceeding to enforce any mortgage or other lien upon any part of the Mortgaged Premises, or if a petition in bankruptcy shall be filed by or against Mortgagor, or if Mortgagor shall file a petition or answer seeking reorganization or an arrangement with creditors, or if Mortgagor shall be adjudged insolvent or shall make an assignment for the benefit of creditors, or if any change occurs in the laws now in force respecting the taxation of mortgages or debts secured by mortgages for federal, state, or local purposes, or respecting the manner of the collection of such taxes, the effect of which change is substantially to impair the security afforded by this Mortgage, or if receiver for all or any part of the property of Mortgagor shall be appointed, and such appointment shall not be set aside within thirty (30) days, or if the Mortgaged Premises shall be levied upon by virtue of execution, attachment, or other writ or shall come into the possession of or be ordered sold by an official of any court, then, and in any such event, the entire indebtedness, or the amount then outstanding secured by this Mortgage shall, at the option of the Mortgagee, become immediately due and payable without notice to Mortgagor, and Mortgagee shall have the right immediately to foreclose the mortgage lien hereby created, sell and convey the premises and execute and deliver a deed to the purchaser, and shall be absolved from the obligation of making any further advancements that may be due Mortgagor on account of this Mortgage and the Note secured by it. In the event proceedings to foreclose such lien shall be instituted, all sums expended for information and insurance respecting the title to the Mortgaged Premises, together with interest thereon at the highest rate permitted per annum, shall become a part of the indebtedness secured by this Mortgage.

Mortgagor will not cancel any of the leases now or hereafter assigned to Mortgagee, nor terminate or accept a surrender thereof or reduce the payment of the rent thereunder or modify any of said leases or accept any prepayment of rent without first obtaining, on each occasion, the prior written consent of Mortgagee. Mortgagor further agrees that it will perform all its obligations as lessor under all of the leases now or hereafter assigned to Mortgagee.

9. **RECEIVER OF RENTS.** The Mortgagee shall have the right in case of failure of the Mortgagor to perform any of the acts, covenants, and conditions in the Mortgage or the Note(s) secured hereby, upon a complaint filed or any proper action being commenced for the foreclosure of this Mortgage, to apply for, and the Mortgagee shall be entitled as a matter of right without consideration of the value of the Mortgaged Premises as security for the amounts due the Mortgagee, or of the solvency of any person or persons obligated for the payment of such amounts, to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues, and profits of the premises, with power to lease the premises, or such part thereof as may not then be under lease, and with such other powers as may be deemed necessary, who, after deducting all proper charges and expenses attending the execution of the trust as receiver, shall apply the residue of the rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of any judicially decreed sale of the premises to the payment of the amount due, including interest and the costs of the foreclosure and

sale; and such rents and profits are hereby, in the event of any default or defaults in the payment of principal or of any installment thereof or interest, or any tax, assessment, water rate, or insurance, pledged and assigned to the Mortgagee, with full power and authority to the Mortgagee to enter upon and to take possession of the Mortgaged Premises and to institute and carry on all legal actions or proceedings necessary for the protection of the herein described property, including such actions or proceedings as may be necessary to recover the possession of the whole or any part thereof, and to institute and prosecute all suits for the collection of rents now due and unpaid, and hereafter to become due, and to institute and prosecute summary proceedings for the removal of any and all tenant or tenants or other persons from the property, and to pay the costs and expenses of all suits, actions, and proceedings out of the rent received, and to maintain the property and to keep the same in repair, and to pay the cost thereof and of the services of all employees, including their equipment, and all gas, oil, electricity, power, and generally of the running expenses and expenses of maintaining and keeping of the property and in repair and first-class condition, and in such conditions as property of the style and kind of the real property herein described is customarily kept, and also all interest on this Mortgage, and the Note to secure which this Mortgage is given, and all taxes, assessments, and water rates, which may hereafter become liens on the real property, and all premiums of insurance on policies of insurance effected by the Mortgagee as security for the amount hereby secured, and also the principal sum of this Mortgage and of the Note to secure which the same is given out of the rent received and with power and authority to rent or lease the whole or any part of the property for such term or terms and on such conditions as to the Mortgagee may seem proper and to employ an agent to rent and manage the property and to collect the rents and profits thereof, and to pay the reasonable value of his services out of the rent received.

10. **MODIFICATION OF THE NOTE.** Mortgagee, at its option, may extend the time of payment of the indebtedness secured by this Mortgage or any part thereof, reduce the payments thereon, or renew such indebtedness, all without the consent of any junior lienholder and without the consent of Mortgagor (if they have ceased to be the owners of the Mortgaged Premises), and may take other or additional security for the payment of such indebtedness or grant any release (with or without consideration) of any security (including, but not limited to, the Mortgaged Premises) held for such payment, and no action, non-action or delay by Mortgagee in the exercise of any of its rights under this Mortgage shall affect the priority of this Mortgage or the interest created hereby in Mortgagee or impair the security hereof or Mortgagor's personal liability. Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

11. **FORBEARANCE BY MORTGAGEE NOT A WAIVER.** Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. It is expressly agreed that should the Mortgagor fail to comply with the terms and provisions herein, then the Mortgagee or its assigns shall have the right to enter into and take possession of the premises.

12. **REMEDIES CUMULATIVE.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **WAIVER OF DEMAND, ETC.** The Mortgagors waive demand, presentment for payment, notice of nonpayment, dishonor and protest, notice of protest and diligence in collection of the indebtedness evidenced by the Note and secured by this Mortgage.

14. **TRANSFER OF THE MORTGAGED PREMISES: ASSUMPTION.** It shall be an immediate Event of Default and default hereunder if, without the prior written consent of the Mortgagee:

- (a) The Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof, or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral, subject to the first and prior lien hereof, of at least equal value and utility.
- (b) Any beneficiary of the Mortgagor, if the Mortgagor is a Trustee, shall create, effect or consent to, or shall suffer or permit, any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiary's beneficial interest in the Mortgagor.
- (c) Any shareholder of the Mortgagor, if the Mortgagor is a corporation, shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any such shareholder's shares in the Mortgagor.
- (d) Any partner or joint venturer, if the Mortgagor is a partnership or joint venture, shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of any part of the partnership or joint venture interest, as the case may be, of such partner or joint venturer in the Mortgagor.

Mortgagee may waive such option to accelerate if, prior to the encumbrance, sale, transfer or alienation, Mortgagee and the party to whom the Mortgaged Premises is to be encumbered, sold, transferred or alienated reach agreement in writing that such transaction is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such a rate as Mortgagee shall request. If Mortgagee so waives the option to accelerate provided herein and if Mortgagors' successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee may release Mortgagors from all obligations under this Mortgage and Note, at its option.

15. **MISCELLANEOUS.** The rights and duties created by this Mortgage shall inure to the benefit of and bind each of the parties to the Mortgage, and their successors and assigns. No defense, offset or counterclaim under any financing agreement concerning the Mortgaged Premises, shall be valid or effective as against the Mortgagee, each of such defenses, offsets and counterclaims being waived by Mortgagors insofar as the indebtedness and this Mortgage are concerned. This Mortgage shall be construed in accordance with the Laws of the State of Indiana. Whenever possible every provision shall be interpreted so as to be effective and valid under applicable law, but if any provision shall be declared invalid under such law, such provision shall be invalid or ineffective only to that extent, and the remaining parts of this Mortgage shall be unaffected by such invalidity or prohibition.

16. **ASSIGNMENT BY MORTGAGEE.** The Mortgagee shall have at its option the right and privilege to transfer, sell or assign this Mortgage and Note(s) without giving any prior notice to or obtaining approval from Mortgagors.

17. **RELEASE.** Upon payment of all sums secured by this Mortgage, the Mortgagee shall release this Mortgage without charge to Mortgagors, except the Mortgagors shall pay all costs of recordation, if any.

18. **WAIVER OF VALUATION AND APPRAISEMENT.** Mortgagors hereby waive any and all rights of valuation and appraisal that they may possess by virtue of the laws of the State of Indiana or any other jurisdiction where laws are held to control and govern the terms and conditions of the Agreement.

This Mortgage is made subject to all regulations and by-laws of the Mortgagee (which are hereby ratified and made a part of this Mortgage) and all amendments may be made thereto before the final payment of this indebtedness. 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.

19. NOTICE. Except for any notice required under applicable law to be given in another manner, a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

IN WITNESS WHEREOF, the undersigned have herunto set their hands and seals this 13th day of August, 1982.

MORTGAGOR:

Gerard M. Manzo
GERARD M. MANZO

Patty J. Manzo
PATTY J. MANZO

STATE OF _____)
Indiana) SS:
COUNTY OF _____)
Lake

BE IT REMEMBERED, that on this 13th day of August, 1982,

before me personally appeared GERARD M. MANZO AND PATTY J. MANZO, HUSBAND AND WIFE as ~~XXXXXX~~

~~OF XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX a corporation existing under the laws of the United States of America~~ to me known to be the undersigned, who executed the within instrument and acknowledged that he executed the same for the purpose therein mentioned.

Christine S. Melton
Notary Public
Christine S. Melton
Lake County

My Commission Expires:
January 20, 1985

This instrument was prepared by: R.G. Jones
PRESIDENT

CALUMET SECURITIES CORPORATION
P.O. Box 208
Scherville, Indiana 46375