

705167

MAIL TO:

BANK OF LANSING

3115 RIDGE ROAD

LANSING, ILL. 60438

SECOND MORTGAGE

3

THIS INDENTURE WITNESSETH: That CORNELIUS S. SWIERINGA and LORRAINE SWIERINGA, husband and wife, of Dyer, Indiana, hereinafter called the "MORTGAGORS," MORTGAGE AND WARRANT unto: BANK OF LANSING, Lansing, Illinois, a banking corporation organized and existing under and by virtue of the laws of the State of Illinois, and having its principal place of business in the Village of Lansing, Cook County, Illinois, hereinafter called the "MORTGAGEE," the following described Real Estate, situated in Lake County, Indiana, and particularly described as follows, to wit:

Lot 11 in Dyer Estates First Addition to the Town of Dyer, as per plat thereof, recorded in Plat Book 32 page 8, in the Office of the Recorder of Lake County, Indiana.

together with all and singular the tenements, appurtenances, rights, easements, and privileges thereunto belonging or in anywise appertaining, together with the rents, issues and profits thereof, to secure the payment, when the same becomes due, of one (1) promissory note of even date, made and executed by the Mortgagors, payable to the order of the Mortgagee, the sum of SIX THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 60/100 (\$6,885.60) DOLLARS in instalments as follows: ONE HUNDRED FOURTEEN AND 76/100 (\$114.76) DOLLARS on the 1st day of MAY, 1983, and ONE HUNDRED FOURTEEN AND 76/100 (\$114.76) DOLLARS on the 1st day of each month thereafter with a final payment of the balance due on the 1st day of APRIL, 1988, in the amount of ONE HUNDRED FOURTEEN AND 76/100 (\$114.76) DOLLARS, with interest on the unpaid principal balance from time to time unpaid at the rate of 14.50 percent per annum payable monthly,

with reasonable attorney's fees and without relief from valuation and appraisal laws of the State of Indiana.

STATE OF ILLINOIS  
 COUNTY OF COOK  
 RECORDER OF DEEDS  
 APR 20 1 44 PM '83  
 WILLIAM GULSKI JR  
 RECORDER

This Instrument Prepared By  
 GARY J. IRVIN, Trust Officer  
 BANK OF LANSING  
 3115 RIDGE ROAD  
 LANSING, ILL. 60438

200

THE MORTGAGORS FURTHER EXPRESSLY COVENANT AND AGREE AS FOLLOWS:

(1) To pay promptly each of the installments of principal and interest due upon the note secured hereby, as provided herein and by said note.

(2) To keep all buildings and appurtenances now, or hereafter erected, upon said real estate insured against loss or damage by fire or such other events as the Mortgagee may require from time to time, in such sums and with such insurers approved by the Mortgagee, as additional security to the said mortgage debt, with mortgage clauses upon each of such policies, in a form satisfactory to the Mortgagee, and to deliver to the said Mortgagee, as issued, all insurance policies upon the said property, with all premiums thereon paid in full; and failing so to do, the said Mortgagee may procure and pay for such insurance, and the amount paid, together with interest thereon, shall be a part of the debt secured by the Mortgagee.

(3) To pay all taxes and special assessments levied and imposed upon the above-described Real Estate and improvements located thereon, when the same shall become due and payable; and failing so to do, the said Mortgagee may pay the said taxes and said assessments which have become delinquent, and any payments so made by the Mortgagee, with interest thereon, shall be a part of the debt secured by this mortgage.

(4) To permit no waste or commit no act which would impair the value of the improvements now located upon said premises, and to keep the buildings and improvements located upon said premises in a good state of repair, ordinary wear and tear excepted.

(5) That in the event of a proceeding to foreclose this mortgage, the Mortgagors agree to pay reasonable attorney's fees, and necessary title expenses, together with interest on the balance remaining due at the rate of 14.50 per cent per annum after default, which shall be and become a part of the debt secured by this mortgage and collectible as such; that if the ownership of the mortgaged premises becomes vested in anyone other than the Mortgagors, or if there is an extension of time of payment of the debt hereby secured, then and in either of such events, the covenants, agreements and original liability of the Mortgagors herein, either in whole or in part, shall not in any way be modified, vitiated, released, or discharged.

(6) That in the event the premises herein mortgaged, or any part thereof, are taken under the power of eminent domain, the entire award shall be paid to the Mortgagee and applied upon the principal sum due hereunder.

(7) That the Mortgagors shall not make any material alterations, or remove any of the improvements located on said real estate, without the written consent of the Mortgagee; and that the Mortgagors shall not suffer any foreclosure proceeding to be instituted against the real estate, or permit the said premises to be sold for non-payment of taxes and special assessments; and upon the occurrence of either of said events, the Mortgagee may without notice, at its option, declare the whole amount of the indebtedness hereby secured immediately due and payable and foreclose thereon.

(8) That the lien of this mortgage shall include all equipment and appliances located upon the real estate herein described, including all heating, plumbing and lighting fixtures, and all other equipment and fixtures now, or hereafter, attached to, or used in connection with the real estate herein described. It is further agreed and covenanted that time is of the essence of this contract; and that in the event of default in the payment of any installment of principal and interest hereon, or upon any default in the performance of any of the covenants of this mortgage, when the same is payable, or the time of performance has arrived, then at the election of the Mortgagee, without notice, all of the remainder of principal and interest, or any other sums due under the said note and mortgage, shall become immediately due and payable, although the period above limited for the payment thereof may not have expired; and that any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

This Instrument Prepared By  
GARY J. IRWIN, Trust Officer  
BANK OF LANSING  
3115 RIDGE ROAD  
LANSING, ILLINOIS 60438

It is further expressly covenanted and agreed that should proceedings to foreclose this Mortgage be instituted, the Mortgagee may apply for the appointment of a Receiver which Receiver is hereby authorized to take possession of the said Real Estate above-described and all improvements located thereon, collect any rentals accrued, or to accrue, for the use or occupancy of said premises by any person, firm or corporation, or he may let or lease said premises, or any part thereof, receive the rents, income and profits therefrom and hold the proceeds subject to the orders of the Court, for the benefit of the Mortgagee, pending the final disposition in said proceeding, and such Receiver may be appointed irrespective of the value of the mortgaged property, and/or its adequacy to secure or discharge the indebtedness due, or to become due, thereunder.

It is further expressly agreed that if the proceeds of the loan hereby made, or any amount advanced by the Mortgagee, are used directly or indirectly to pay or satisfy, in whole or in part, any lien or encumbrance upon said premises, then and in such event the Mortgagee shall be entitled to be subrogated to such lien or encumbrance so paid, or to any additional security held by the holder of such lien or encumbrance.

This Mortgage shall be binding on all heirs, devisees, legatees, personal representatives, grantees, successors, and assigns of the Mortgagors.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seals, on this, the 19th day of APRIL, 1983.

X Cornelius S. Swieringa (Seal)      X Lorraine Swieringa (Seal)  
 \_\_\_\_\_ (Seal)      \_\_\_\_\_ (Seal)

\*\*\*\*\*

STATE OF Illinois )  
 ) SS:  
 COUNTY OF Cook )

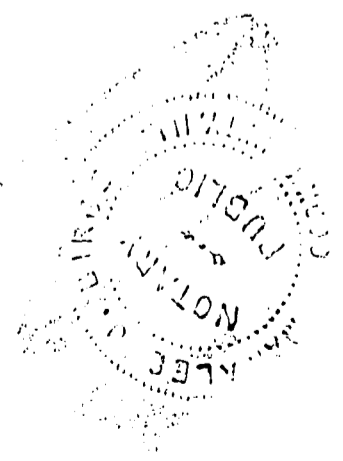
Before me, the undersigned, a Notary Public, in and for said County, this 19th day of April, 1983, came CORNELIUS S. SWIERINGA and LORRAINE SWIERINGA, husband and wife,

and acknowledged the execution of the foregoing instrument.

WITNESS my Hand and Notarial Seal.

Maudie J. Burge  
 Notary Public

My Commission Expires:  
8-28-85



This Instrument Prepared By  
 GARY J. IRVIN, Trust Officer  
 BANK OF LANSING  
 3115 RIDGE ROAD  
 LANSING, ILLINOIS 60438