

THE COMMERCIAL BANK
LOCK BOX 200
CROWN POINT, IND.

716260

REAL ESTATE SECOND MORTGAGE

THIS INDENTURE WITNESSETH: That LLOYD A. KISER and LYNNETTE C. KISER, husband and Wife, of 11900 Grant Street, Crown Point, Indiana, hereinafter referred to as "Mortgagors", MORTGAGE AND WARRANT TO: HARRY EDWARD LEWIS and CLAIRE GENE LEWIS, Husband and Wife, presently residing at 309 West Lilac Drive, Port Richey, Florida 33568, hereinafter referred to as "Mortgagees", the following described real estate in Lake County, Indiana, to-wit:

The South 140 feet of the North 165 feet of the East 250 feet of the Southeast Quarter of the Northeast Quarter of Section 17, Township 34 North, Range 8 West of the 2nd P.M., in Lake County, Indiana. (Tax Key No. 9-372-7.)

hereinafter referred to as the "Premises", 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 as a Second Mortgage to secure: The performance of the payment of a certain note, of even date herewith, executed by the Mortgagors and payable to the order of the Mortgagees, at 309 West Lilac Drive, Port Richey, Florida 33568, or at such other address as Mortgagees may direct, in writing, in the principal sum of Thirty-One Thousand Dollars (\$31,000), with interest thereon, as provided in said note, which note is payable as therein provided, said payments to be applied first to interest and the balance to principal, until said indebtedness is paid in full, without relief from valuation and appraisal laws, and with attorney's fees, all as provided for in said note, to 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 Mortgagors to the Mortgagees 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 Mortgagors and the Mortgagees 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 advancements made or indebtedness incurred as hereinafter provided for; and the prompt and faithful performance of any and all of the provisions hereof.

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

1. That they are the owners in fee simple of the hereinbefore described real estate, buildings, improvements, rents and profits and that this instrument is the second lien thereon; that they 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 they will pay promptly when the same become due all prior and subsequent encumbrances and liens upon said real estate, buildings, and improvements; that they will procure at their own expense for Mortgagees all instruments and expend any money which the Mortgagees may, at any time, deem necessary to perfect the Mortgagors' title or to preserve the security intended to be given by this Mortgage; that if the Mortgagees are made a party to any suit, arising out of or in connection with this loan, the Mortgagors agree to pay all reasonable expenses, costs and attorney's fees incurred by the Mortgagees on account of such suit; that they will keep said buildings and improvements insured against loss or damage by fire, lightning, windstorm and such other hazards as the Mortgagees shall, at any time, demand in a company or companies acceptable to Mortgagees for their full insurable value with a proper mortgage clause in favor of Mortgagees, as their interests may appear, and will immediately deliver such policies to Mortgagees to be held by them until this Mortgage is fully discharged; that they will keep all buildings, fences and improvements in good repair and properly painted; that they will pay all taxes, assessments and other governmental impositions levied against the mortgaged property when the same become due and payable; that they will deliver herewith to Mortgagees, to be retained by them until this Mortgage is fully

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

STATE OF INDIANA
LAKE COUNTY
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released, a guarantee title policy to the mortgaged premises; and that, in the event of any default in Mortgagors' covenants hereunder, they will procure, at their own expense, and deliver to Mortgagees a guarantee title policy to the date of said default. Said continuation of guarantee title policy shall be made by a guarantee title policy company designated by the Mortgagees and shall become the property of the grantee under any sheriff's deed issued in connection with the proceedings to foreclose this Mortgage.

In the event Mortgagees request, the Mortgagors, in addition to all sums set forth in the note, agree to make monthly deposits with the Mortgagees, 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 Mortgagees. Such deposits shall be applied by Mortgagees to the payment of such taxes, assessments or insurance premiums when due. Any insufficiency of such account to pay such taxes, assessments and insurance premiums when due shall be payable by Mortgagors on demand. Upon any default under this Mortgage, Mortgagees may apply any funds in said account to any obligations then due under this Mortgage;

2. That, upon default by Mortgagors in the performance of any of their covenants hereunder, including, but not limited to, taxes, assessments and hazard insurance premiums, Mortgagees may procure the performance thereof and all money expended or obligations incurred with interest thereon at the rate of eighteen percent (18%) per annum shall immediately become due and payable by Mortgagors and shall be a part of the debt secured hereby of equal priority with all other obligations secured hereby;

3. That, except for a First Mortgage dated June 20, 1983 and recorded June 24, 1983 as Document No. 713825 to the Commercial Bank to secure a note for Ten Thousand Dollars (\$10,000), the Mortgagors 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 Mortgagees, and that upon a violation of this covenant, or the default by the Mortgagors in the performance of any other of their covenants contained herein, the maturity of all obligations and indebtedness secured hereby and all sums payable hereunder shall, at the option of the Mortgagees, be accelerated and shall become immediately due and payable, and the Mortgagees 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 Mortgagees shall not be exclusive, but shall be cumulative, and the exercise of any remedy or right by the Mortgagees shall not operate to bar or abridge the Mortgagees' right to pursue any other remedy or remedies. Any delay or failure at any time by the Mortgagees to enforce or require performance by the Mortgagors of any of the provisions of this Mortgage shall in no way affect the right of the Mortgagees to enforce the same, nor shall such delay or failure be construed as a waiver by the Mortgagees of the right to enforce any of the provisions hereof without notice at any subsequent time; nor shall the waiver by the Mortgagees of any breach 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;

4. That, upon default by Mortgagors in their covenants hereunder, this Mortgage shall be construed to embrace an assignment to Mortgagees of all rents, profits and issues arising from the mortgaged premises and Mortgagees shall be entitled to collect the same and to deduct the reasonable charges for their services in so doing, and to apply the balance thereof upon the obligations secured thereby. Upon the commencement of any action by Mortgagees to enforce or protect any of their rights hereunder, Mortgagees 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 Mortgagors on the mortgaged premises, and the right to such appointment shall in no manner be dependent upon the solvency or insolvency of any Mortgagors liable herein or upon the then value of the mortgaged premises. The Mortgagors hereby irrevocably consent to such appointment and waive notice of any application therefor. Mortgagees shall have the further right to inspect the books and records of the Mortgagors at any reasonable time or times, while the Mortgagors are 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 Mortgagees, at their option, may extend the time for the payment of said indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor without the consent of any junior lien holder. No notice of the exercise of any right or option granted to the Mortgagees in this, or any instruments secured hereby, is required to be given. Any extension, reduction or renewal shall not release the Mortgagors 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 Dollars (\$1,500), which lien and security shall be valid and subsisting against subsequent purchasers or encumbrances with notice, actual or constructive; and

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 Mortgagors agrees to pay, to the extent that it is lawful, a "late charge" of Five Cents (\$.05) of each One Dollar (\$1) 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 Three Dollars (\$3) 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 synonomous 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 Mortgagors have hereunder set their hands and seals this 8th day of July, 1983.

Lloyd A. Kiser
LLOYD A. KISER

Lynnette C. Kiser
LYNNETTE C. KISER

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lloyd A. Kiser and Lynnette C. Kiser, Husband and Wife, who acknowledged the execution of the above and foregoing Mortgage to be their voluntary act and deed.

WITNESS my hand and seal, this 8th day of July, 1983.

David M. Hamacher
DAVID M. HAMACHER, Notary Public

My Commission Expires:
January 20, 1986

County of Residence:
Lake County, Indiana

This instrument prepared by Elizabeth H. Hamacher, Hamacher & Hamacher, Attorneys at Law, 213 South Court Street, Crown Point, Indiana 46307-3199.