

800856

9-4715
A-55487

MORTGAGE

City of Hammond City-Wide Rehabilitation Program/East Hammond
Neighborhood Strategy Area Rehabilitation Program

This Mortgage made this seventeenth day of May, 1984,

between Hoosier State Bank as Trustee under Trust Agreement dated (hereinafter called, and if more than one party jointly and severally hereinafter called "Mortgagor"), residing at 479 State St. Lake County, Indiana in the City of Hammond, Indiana (hereinafter called "Mortgagee"), acting by and through the Hammond Redevelopment Commission having an office at 7324 Indianapolis Blvd., Hammond, Indiana

WITNESSETH, that to secure the payment of an indebtedness in the principal amount of twenty-three

thousand one hundred and ninety-six Dollars (\$ 23,196.00), with interest thereon, which shall be payable in accordance with a certain note bearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, is marked "Exhibit A" and is annexed hereto and made a part hereof, and to further secure all other indebtedness which the Mortgagor, jointly or severally, is obligated to pay to the Mortgagee, including that evidenced by attached "Exhibit A"; any advances or payments made by Mortgagee under the provisions of said Note or this Mortgage; any other indebtedness of any nature at any time incurred or owed by Mortgagor, either jointly or severally, to Mortgagee, including any Contingency Fund Loan hereafter granted by Mortgagee to Mortgagor pursuant to an "Agreement for Establishment of Contingency Fund" and any note evidencing the terms of such loan; any expenses, costs or attorneys' fees incurred by Mortgagee in connection with collection of any indebtedness owed it by Mortgagor; and any extensions or renewals of any obligation heretofore described, the Mortgagor hereby mortgages and warrants to the Mortgagee the following described property situate in Lake County, Indiana:

Lot 67, Lyndora Addition to the City of Hammond, as shown in Plat Book 14, page 18, Lake County, Indiana.

STATE OF INDIANA, S.S. NO. 1
LAKE COUNTY
FILED
MAY 26 1 17 PM '84
RUDOLPH CLAY
RECORDER

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

TOGETHER, with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto; all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operations of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purpose for which they were or are to be erected or installed, including, but not limited to all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating, and air-conditioning equipment and fixtures and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner;

TOGETHER, with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement), by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever; and

TOGETHER, with all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter called the "mortgaged property").

TO HAVE AND TO HOLD the mortgaged property and every part thereof unto the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth.

AND the Mortgagor further covenants and agrees with the Mortgagee, as follows:

1. The Mortgagor will promptly pay the principal of and interest of the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
2. The Mortgagor will pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the mortgaged property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.
3. This Mortgage and the Note were executed and delivered to secure moneys advanced, or to be advanced, by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose of making the improvements described or referred to in the specifications dated February, 1984, to or on the mortgaged property, and for such other purpose, if any, described or referred to therein, which improvements are hereafter collectively called "Im-

Handwritten initials and numbers: "J-56", "50/53", "07", "50/53"

improvements". The Mortgagor shall make or cause to be made all the Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for any reason, other than strikes, lockouts, acts of God, fires, floods or other similar catastrophes, riots, war or insurrection, the Mortgagee after due notice to the Mortgagor is hereby authorized (a) to enter upon the mortgaged property and employ any watchmen to protect the Improvements from depredation or injury and to preserve and protect such property, (b) to carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the Improvements, (c) to make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor, and (d) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee, as provided in this Paragraph, all of which amounts so paid by the Mortgagee shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage; provided, however, that the Mortgagee shall not be required to perform any act so authorized.

4. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor will not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements required to be made pursuant to Paragraph 3 hereof, nor will the Mortgagor use, or permit or suffer the use of, any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor will maintain the mortgaged property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will promptly comply with all the requirements of Federal, state and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

5. The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and will keep and maintain the same free from the claims of all parties supplying labor or materials which will enter into the construction or installation of the improvements.

6. (a) The Mortgagor will keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefor shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All such policies and attachments thereto shall, be delivered promptly to the Mortgagee, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event certificates thereof, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgagor will pay promptly when due, as hereinafter provided, and any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefor required by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required hereby if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagor will pay to the Mortgagee every premium so paid by the Mortgagee.

(b) In the event of loss or damage to the mortgaged property the Mortgagor will give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment hereunder for such loss directly to the Mortgagee, instead of to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds or any part thereof is received by the Mortgagee may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the mortgaged property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the mortgaged property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in force, subject to the rights and interests of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.

7. The Improvements and all plans and specifications therefor shall comply with all applicable municipal ordinances, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith.

8. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagee may at its option make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred thereby), with interest thereon from the date of such payment, at the rate of six percent (6%) per annum, except any payment for which a different rate of interest is specified herein, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest thereon, shall constitute a lien on the mortgaged property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

9. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon, the mortgaged property, and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefor, as the Mortgagee may in its sole discretion deem necessary.

retain(s) a reversionary interest in the real estate arising from any of the following: conveyance or transfer of a life estate; conveyance or transfer of a fee simple determinable with possibility of reverter; or conveyance or transfer of a fee simple subject to condition subsequent--shall be deemed a transfer of the fee simple interest in the real estate];

(3) Death of the last surviving undersigned obligor.

(4) Default or maturity, whether by acceleration or otherwise, in regard to any other obligation or indebtedness of the undersigned to the Municipality which is secured by the Real Estate.

(5) Default in performance of any covenant, warranty, undertaking or provision of the mortgage granted to the Municipality in reference to the Property described above which secures this obligation.

(6) Insolvency of; appointment of a receiver of any part of the property of; assignment for the benefit of creditors by; or the commencement of any proceeding under the bankruptcy laws by or against, the undersigned, or any of them individually.

(7) None of the undersigned obligors continuously and physically occupies the Real Estate as his and/or her principal place of residence.

The undersigned may prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums. All payments on this Note shall be applied first to the interest, and then to the principal due on the Note. If the obligation evidenced by this Note is reduced to judgment, such judgment shall bear interest at the rate allowed by law. If suit is instituted by the Municipality to recover on this Note, the undersigned agree(s) to pay all costs of such collection, including reasonable attorneys' fees, court costs, and costs of investigating title in order to foreclose any mortgage which secures this Note.

This Note is secured by a first mortgage on the Real Estate, of even date herewith, duly filed for record in the Office of the Recorder of Lake County, Indiana.

The undersigned waive(s) presentment for payment, protest, notice of protest, and non-payment of this Note, and any enforcement or collection of the obligation evidenced by this Note shall be without relief to the undersigned from Valuation and Appraisal Laws. The undersigned further waive(s), to the extent authorized by law, any and all homestead and other rights of exemption which would otherwise apply to the debt evidenced by this Note.

The undersigned agree that no failure on the part of the holder of this obligation in exercising said option to declare the whole of said indebtedness due or to proceed to collect the same shall operate as a waiver of the right to do so or preclude the exercise of such option at any time

during the continuance of such default or the occurrence of a succeeding default.

This Note, and the obligations herein stated, shall be binding upon the obligor(s), jointly and severally, and upon their respective heirs, personal representatives, successors in interest, and assigns.

See additional provision below.

IN WITNESS WHEREOF this Note has been duly executed by the undersigned on the day and year first above stated.

OBLIGORS

Albert W. Cherry
Albert W. Cherry

Hannah M. Cherry
Hannah M. Cherry
6016 Wallace Road, Hammond, Indiana 46320

ADDITIONAL PROVISION:

Albert W. and Hannah M. Cherry acknowledge that they have read the Mortgage attached hereto and that they have executed a Letter of Direction to Hoosier State Bank, as Trustee under Trust No. A-288, to execute and deliver said Mortgage. Albert W. and Hannah M. Cherry warrant and represent that they are the sole beneficiary under said Trust and have the sole right to direct said Trust.

Albert W. and Hannah M. Cherry further promise that they will perform and do all things required of the Mortgagor to be done under said Mortgage, the same as if their name was stated therein in each place where "Mortgagor" appears.

Albert W. Cherry
Albert W. Cherry

Hannah M. Cherry
Hannah M. Cherry

PROMISSORY NOTE

(COMMUNITY DEVELOPMENT DEFERRED LOAN PROGRAM)

Project No. 6016 Wallace Rd. Place: Hammond, Indiana

Loan No. Date: May 17, 1984

\$ 11,596.00

Description of Property:

Lot 67, Lyndora Addition to the City of Hammond, as shown in Plat Book 14, page 18, Lake County, Indiana.

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of the City of Hammond, Indiana, (hereinafter called "the Municipality"), acting by and through the Hammond Redevelopment Commission, or its successors, the sum of eleven thousand five hundred and ninety-six DOLLARS (\$ 11,596.00), pursuant to and in accordance with the Municipality's COMMUNITY DEVELOPMENT DEFERRED LOAN PROGRAM.

No payment shall be due on this Note until the date of occurrence of the first to occur of the following events; at which date the entire principal amount of this Note, or the entire remaining principal balance, shall be immediately due and payable:

(1) Sale, conditional sale, assignment, or other transfer for a valuable consideration of the fee simple interest of the undersigned, either jointly or severally, or the survivor of them, in the property described above, whether by conveyance or other transfer of title; by assignment or other transfer of any beneficial interest in any trust having any interest in the property; or by any other means; or

(2) Death of the last surviving undersigned obligor.

No interest shall be chargeable, or shall accrue, on the principal of this indebtedness for so long as the principal is not immediately due and payable as provided for above and at least one of the undersigned obligors is continuously physically residing upon the property described above. Interest at the rate of twelve per cent (12%) per annum shall be chargeable and shall accrue on the principal indebtedness from the date upon which the principal becomes immediately due and payable, or from the date upon which no undersigned obligor continuously physically resides upon the property, whichever shall first occur.

The undersigned may prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums. All payments on this Note shall be applied first to the interest, and then to the principal due on the Note. If the obligation evidenced by this Note is reduced to judgment, such judgment shall bear interest at the rate allowed by law. If suit is instituted by the Municipality to recover on this Note, the undersigned agree(s) to pay all costs of such collection, including reasonable attorneys' fees, court costs, and costs of investigating title in order to foreclose any mortgage which secures this Note.

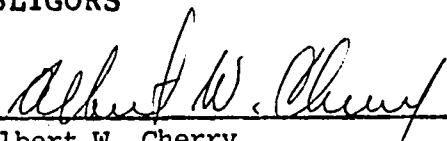
This Note is secured by a first mortgage, of even date herewith, duly filed for record in the Office of the Recorder of Lake County, Indiana.

The undersigned waive(s) presentment for payment, protest, notice of protest, and non-payment of this Note, and any enforcement or collection of the obligation evidenced by this Note shall be without relief to the undersigned from Valuation and Appraisement Laws. The undersigned further waive(s), to the extent authorized by law, any and all homestead and other rights of exemption which would otherwise apply to the debt evidenced by this Note. See additional provision below.

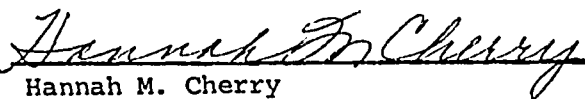
This Note, and the obligations herein stated, shall be binding upon the obligor(s), jointly and severally, and upon their respective heirs, personal representatives, successors in interest, and assigns.

IN WITNESS WHEREOF this Note has been duly executed by the undersigned on the day and year first above stated.

OBLIGORS



Albert W. Cherry



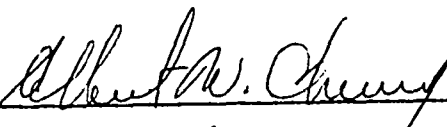
Hannah M. Cherry

6016 Wallace Road, Hammond, Indiana 46320

ADDITIONAL PROVISION:

Albert W. and Hannah M. Cherry acknowledge that they have read the Mortgage attached hereto and that they have executed a Letter of Direction to Hoosier State Bank, as Trustee under Trust No. A-288, to execute and deliver said Mortgage. Albert W. and Hannah M. Cherry warrant and represent that they are the sole beneficiary under said Trustee and have the sole right to direct said Trust.

Albert W. and Hannah M. Cherry further promise that they will perform and do all things required of the Mortgagor to be done under said Mortgagee, the same therein in each place where "Mortgagor" appears.



Albert W. Cherry



Hannah M. Cherry

**ASSIGNMENT OF LAND TRUST
FOR COLLATERAL PURPOSES**

KNOW ALL MEN BY THESE PRESENTS that the undersigned Albert W. Cherry and Hannah M. Cherry (hereinafter called "Assignor"), the owner of 100 % of the entire beneficial interest under that certain Trust Agreement dated July 6, 1967 and known as Trust Number A-288 executed by HOOSIER STATE BANK OF INDIANA As Trustee, in consideration of the sum of One Dollar and other good and valuable considerations in hand paid, the receipt whereof is hereby acknowledged does hereby grant a security interest in, sell, assign, transfer, set over, pledge and deliver unto City of Hammond, Indiana by and through its Hammond Redevelopment Commission, (hereinafter called "Bank") and to its successors and assigns, all of the right, title and interest of the Assignor under and to the aforesaid Trust Agreement and in, under and to the property referred to or described in said Trust Agreement and in, under and to any and all proceeds or avails of said property or any part thereof, including without limitation all proceeds and avails from rentals, mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from said property or any part thereof, including without limitation the right to manage, direct and control the property and the acts and doings of the Trustee in respect of such property.

The Assignor represents and warrants:

(a) Except for the security interest of the Bank therein, the Assignor is the owner of all the collateral pledged herein free from any liens, security interest, encumbrance or other right, title or interest of any other person, firm or corporation, and the Assignor shall defend the collateral against all claims and demands of all persons at any time claiming the same or any interest therein adverse to the Bank.

(b) There is no Financing Statement now on file in any public office covering any property of any kind which is included within this Assignment or intended so to be, and so long as any amount remains unpaid on any indebtedness or liabilities of the Assignor to the Bank or any credit from the Bank to the Assignor is in use by or available to the Assignor, the Assignor will not execute and there will not be on file in any public office any Financing Statement or Statements describing or attempting to describe the collateral pledged herein.

This Assignment is made and given as collateral security for payment in full of all principal and interest on any and all indebtedness, obligations and liabilities of the Assignor (or any of them, if more than one) to the Bank, whether now existing or hereafter arising due or to become due, direct, indirect or contingent, joint or several or joint and several; and as security for all expenses and charges, legal or otherwise, including attorneys' fees paid or incurred by the Bank, in realizing upon or protecting this Assignment or the indebtedness secured hereby.

Upon nonpayment at maturity (whether by acceleration or otherwise) of the principal of or interest on the indebtedness secured hereby, or at any time or times or from time to time thereafter, said Bank may:

(a) exercise any one or more of all of the rights or remedies set forth in the Note hereinabove described or set forth in any other evidence of indebtedness secured hereby and, in addition the Bank shall have full power and authority to exercise all or any one or more of the remedies and shall have all the rights of a secured party under the Uniform Commercial Code of Indiana. Any requirement of the Code for reasonable notice shall be met if such notice is mailed, postage prepaid, to the Assignor at the address of the Assignor as shown on the records of the Bank at least 5 days prior to the time of the sale, disposition or other event or thing giving rise to the requirement of notice. The right of the Bank to be the purchaser for its own account at any sale or other disposition of the collateral shall not be affected by the fact that the Bank is or may be now or at the time of such sale or disposition the Trustee under that Trust Agreement described in the first paragraph hereof, nor shall such fact in any manner otherwise affect the rights of the Bank to sell, dispose of or otherwise deal with the security interest granted herein; and

(b) said Bank may proceed immediately to exercise each and all of the powers, rights and privileges reserved or granted to the Assignor under said Trust Agreement to manage, direct, control and deal with the property or any part thereof covered by said Trust Agreement, including without limitation

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

the right to collect and receive the proceeds from rentals and from mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from said property or any part thereof; and

(c) said Bank may proceed to protect and enforce this conveyance by suit or suits or proceedings in equity, at law or otherwise, whether for the foreclosure hereof or for the appointment of a receiver or receivers of the property covered by said Trust Agreement or any part thereof, or for the enforcement of any other proper legal or equitable remedy available under applicable law.

Any and all net proceeds received by said Bank by reason of the foregoing paragraphs (a), (b), and (c) or pursuant to said paragraphs, after first deducting all legal or other costs and expenses in and about effecting such realization shall be applied to pay any or all of the indebtedness hereby secured as said Bank shall deem proper, any overplus to be returned to the Assignor. This Assignment can be terminated only upon delivery to the Trustee of a re-assignment duly executed by the Bank.

Notwithstanding anything to the contrary appearing in said Trust Agreement, the interest hereinabove described is assigned and transferred to the Bank by way of collateral security only and, accordingly, the Bank by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of the Assignor under said Trust Agreement, whether provided for by the terms thereof, arising by operation of law or otherwise; the Assignor hereby acknowledging and agreeing that the Assignor is and remains liable thereunder to the same extent as though this assignment had not been made.

The Assignor hereby represents and warrants that the Assignor has full power and authority to make the assignment herein provided for or resulting herefrom and that the Assignor is the owner of 100 % of the beneficial interest under said Trust Agreement, free and clear of any lien or encumbrance. The Assignor will make no further assignments without the written approval of City of Hammond, Indiana by and through its Redevelopment Commission. In the event that this Assignment is executed by more than one Assignor the work "Assignor" shall be deemed to include all of them (or any of them) and all of the undertakings contained herein shall be the joint and several obligations of said Assignors and each of them.

IN WITNESS WHEREOF, said

hereunto set his/their hands(s) and seal(s) this seventeenth day of May, 19 84.

_____(SEAL) Albert W. Cherry (SEAL)
_____(SEAL) Hannah M. Cherry (SEAL)
Albert W. Cherry
Hannah M. Cherry

ACCEPTANCE

Joseph Alamillo, Jr. hereby acknowledges receipt of the foregoing assignment this 17 day of May, 19 84, and accepts same.

City of Hammond, Indiana by and through its Hammond Redevelopment Commission.
By: [Signature]

TRUSTEE'S RECEIPT AND ENDORSEMENT

HOOSIER STATE BANK OF INDIANA, as Trustee under its Trust Number A-288, hereby acknowledges receipt of the foregoing assignment and agrees that it will not accept any further assignments without first having received the written approval of City of Hammond, Indiana by and through its Hammond Redevelopment Commission.

DATED at Hammond, Indiana this 24th day of May, 19 84.

HOOSIER STATE BANK of INDIANA,
as Trustee as Aforesaid

By Thomas L. Soney

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

10. The principal amount owing on the Note together with interest thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured or intended to be secured by this Mortgage, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of any Federal Bankruptcy Act or Code, as amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:

- (a) Failure to pay the amount of any payment, or other charges payable on the Note, or the occurrence of any circumstance by which the entire remaining balance of the Note by its terms is immediately due and payable.
- (b) Nonperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness;
- (c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage;
- (d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making therein or in any of the agreements entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of, the Mortgagor;
- (e) The sale, lease or other transfer of any kind or nature of the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee; or the transfer of all or part of the beneficiary interest in said Trust by the present beneficiary, or the death of said beneficiary;
- (f) The enactment after the date of this Mortgage of any law of the State of Indiana deducting from the value of the mortgaged property (or any part thereof), for the purpose of taxation, any lien thereon, or changing in any way its laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of collection of any such tax, so as to affect this Mortgage, and if after such enactment or change the holder of the Note and this Mortgage gives written notice to the Mortgagor declaring the Note and all other indebtedness secured by this Mortgage to be due and payable, because of any such enactment or change, immediately upon the expiration of thirty (30) days after such notice.
- (g) Impairment or deterioration of the mortgaged premises or any improvement thereon, or waste committed or permitted by the Mortgagor in regard to the mortgaged premises or any improvement thereon.

The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable, are in this Mortgage called "events of default".

11. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid (if any) by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee; and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

12. (a) After the happening of any default hereunder, the Mortgagor shall upon demand of the Mortgagee surrender possession of the mortgaged property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby; and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

(b) In the event that the Mortgagor occupies the mortgaged property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, an amount at least equivalent to 1/60th of the original principal sum of the Note, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges and insurance premiums payable in connection with the mortgaged property during such year, and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor; and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver. This provision shall not affect Mortgagee's rights to foreclose this mortgage or to payment of the amounts secured hereby.

13. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

14. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.

15. The Mortgagor will give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.

16. Notice and demand or request may be made in writing and may be served in person or by mail.

17. In case of a foreclosure sale of the mortgaged property it may be sold in one parcel.

18. The Mortgagor will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee.

19. The Mortgagor warrants that Mortgagor is lawfully seized of the mortgaged property and has good right, full power and lawful authority to mortgage the same in the manner above provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.

20. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and, to the extent permitted by law, every subsequent owner of the mortgaged property; and shall be binding upon and inure to the benefit of the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used herein the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

21. Mortgagor shall not commit, suffer or permit any impairment or deterioration of the mortgaged property or any improvement thereon, and shall maintain the mortgaged property and all improvements thereon in good condition and repair. Mortgagor will not commit or permit any waste, and will keep the mortgaged premises in as good order and condition as they now are, reasonable wear and tear excepted. In the event that Mortgagor shall not comply with the obligations heretofore stated in this paragraph, then Mortgagee, in addition to any other available remedy, shall be entitled immediately to restrain same by injunction or other appropriate proceeding.

22. In addition to any monthly or other payment to be made pursuant to the Note attached as Exhibit "A", at Mortgagee's option, Mortgagor shall pay to the Mortgagee - - on the same date as each installment payment provided for by Exhibit "A", or if no installment payment is therein specified, then on the 15th day of each month, beginning with the month immediately following that in which this mortgage is signed by Mortgagor - - an amount equal to the sum of one-twelfth of the annual real estate taxes on the property and one-twelfth of the annual premium for property damage insurance, for said property as said sum may be increased or decreased from time to time by increase or decrease in real estate taxes and/or insurance premium. Said payments shall be deposited by Mortgagee in a non-interest bearing account and applied by Mortgagee to payment of real estate taxes and insurance premiums as the same shall fall due.

23. See attached additional paragraph, which is incorporated herein by reference.

IN WITNESS WHEREOF this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

Hoosier State Bank as Trustee as aforesaid and not personally.

By: Theresa L. Soucy (L.S.)
Theresa L. Soucy
Trust Officer (L.S.)

Attest:

Ruth C. Vance, Trust Administrator

STATE OF INDIANA, }
County of Lake } SS.

Before me, Amy R. Bell, a Notary Public,
this 24 day of May, 19 84, personally appeared
Theresa L. Soucy, Trust Officer and Ruth C. Vance, Trust Administrator
and acknowledged the execution of the foregoing Mortgage
as the duly authorized act and deed of the Hoosier State Bank as Trustee.

My commission expires:

June 30, 1987

Resident of Lake County

Prepared By: _____



STATE OF INDIANA

Loan No.

Mortgage

To

Received for record this _____ day
of _____, 19 _____,
at _____ o'clock
M., and recorded
in Mortgage Record _____ at pages _____
of the records of _____
Indiana _____
Recorder of _____
County, Indiana _____

ADDENDUM TO MORTGAGE

Paragraph 23.

This mortgage is executed by HOOSIER STATE BANK OF INDIANA 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 HOOSIER STATE BANK OF INDIANA hereby represents 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 HOOSIER STATE BANK OF INDIANA, either individually or as Trustee aforesaid, 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 the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as HOOSIER STATE BANK OF INDIANA either individually or as Trustee aforesaid, or its successors, 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.

MORTGAGE

City of Hammond City-Wide Rehabilitation Program/East Hammond Neighborhood Strategy Area Rehabilitation Program

This Mortgage made this seventeenth day of May , 19 84,

between Albert W. and Hannah M. Cherry (hereinafter called, and if more than one party jointly and severally hereinafter called "Mortgagor"), residing at 6016 Wallace Rd. Lake County, Indiana in the City of Hammond, Indiana (hereinafter called "Mortgagee"), acting by and through the Hammond Redevelopment Commission having an office at 7324 Indianapolis Blvd., Hammond, Indiana.

WITNESSETH, that to secure the payment of an indebtedness in the principal amount of twenty-three

thousand one hundred and ninety-six Dollars (\$ 23,196.00), with interest thereon, which shall be payable in accordance with a certain note bearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, is marked "Exhibit A" and is annexed hereto and made a part hereof, and to further secure all other indebtedness which the Mortgagor, jointly or severally, is obligated to pay to the Mortgagee, including that evidenced by attached "Exhibit A"; any advances or payments made by Mortgagee under the provisions of said Note or this Mortgage; any other indebtedness of any nature at any time incurred or owed by Mortgagor, either jointly or severally, to Mortgagee, including any Contingency Fund Loan hereafter granted by Mortgagee to Mortgagor pursuant to an "Agreement for Establishment of Contingency Fund" and any note evidencing the terms of such loan; any expenses, costs or attorneys' fees incurred by Mortgagee in connection with collection of any indebtedness owed it by Mortgagor; and any extensions or renewals of any obligation heretofore described, the Mortgagor hereby mortgages and warrants to the Mortgagee the following described property situate in
Lake County, Indiana:

Lot 67, Lyndora Addition to the City of Hammond, as shown in Plat Book 14, page 18,
Lake County, Indiana.

TOGETHER, with all appurtenances thereto and all the estate and rights of the Mortgagor in and to such property or in anywise appertaining thereto; all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operations of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purpose for which they were or are to be erected or installed, including, but not limited to all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating, and air-conditioning equipment and fixtures and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner;

TOGETHER, with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement), by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever; and

TOGETHER, with all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter called the "mortgaged property").

TO HAVE AND TO HOLD the mortgaged property and every part thereof unto the Mortgagee, its successors and assigns forever for the purposes and uses herein set forth.

AND the Mortgagor further covenants and agrees with the Mortgagee, as follows:

1. The Mortgagor will promptly pay the principal of and interest of the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
2. The Mortgagor will pay when due, as hereinafter provided, all ground rents, if any, and all taxes, assessments, water rates and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the mortgaged property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

3. This Mortgage and the Note were executed and delivered to secure moneys advanced, or to be advanced, by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose of making the improvements described or referred to in the specifications dated February , 1984 , to or on the mortgaged property, and for such other purpose, if any, described or referred to therein, which improvements are hereafter collectively called "Im-

improvements". The Mortgagor shall make or cause to be made all the Improvements. If the construction or installation of the Improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for any reason, other than strikes, lockouts, acts of God, fires, floods or other similar catastrophes, riots, war or insurrection, the Mortgagee after due notice to the Mortgagor is hereby authorized (a) to enter upon the mortgaged property and employ any watchmen to protect the Improvements from depredation or injury and to preserve and protect such property, (b) to carry out any or all then existing contracts between the Mortgagor and other parties for the purpose of making any of the Improvements, (c) to make and enter into additional contracts and incur obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor hereunder, either in the name of the Mortgagee or the Mortgagor, and (d) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Mortgagee, as provided in this Paragraph, all of which amounts so paid by the Mortgagee shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage; provided, however, that the Mortgagee shall not be required to perform any act so authorized.

4. No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Mortgagee. The Mortgagor will not make, permit or suffer any alteration of or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements required to be made pursuant to Paragraph 3 hereof, nor will the Mortgagor use, or permit or suffer the use of, any of the mortgaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Mortgagee. The Mortgagor will maintain the mortgaged property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will promptly comply with all the requirements of Federal, state and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

5. The Mortgagor will not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and will keep and maintain the same free from the claims of all parties supplying labor or materials which will enter into the construction or installation of the improvements.

6. (a) The Mortgagor will keep all buildings, other structures and improvements, including equipment, now existing or which may hereafter be erected or installed on the land mortgaged hereby, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all such insurance shall be effected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefor shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All such policies and attachments thereto shall, be delivered promptly to the Mortgagee, unless they are required to be delivered to the holder of a lien of a mortgage or similar instrument to which this Mortgage is expressly subject, in which latter event certificates thereof, satisfactory to the Mortgagee, shall be delivered promptly to the Mortgagee. The Mortgagor will pay promptly when due, as hereinafter provided, and any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefor required by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such payment as shall be satisfactory to the Mortgagee. The Mortgagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required hereby if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagor will pay to the Mortgagee every premium so paid by the Mortgagee.

(b) In the event of loss or damage to the mortgaged property the Mortgagor will give to the Mortgagee immediate notice thereof by mail, and the Mortgagee may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgagor. Each insurance company issuing any such policy is hereby authorized and directed to make payment hereunder for such loss directly to the Mortgagee, instead of to the Mortgagor and the Mortgagee jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds or any part thereof is received by the Mortgagee may be applied by the Mortgagee, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the mortgaged property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the mortgaged property in extinguishment of such indebtedness, all right, title and interest of the Mortgagor in and to every such insurance policy then in force, subject to the rights and interests of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagor.

7. The Improvements and all plans and specifications therefor shall comply with all applicable municipal ordinances, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith.

8. Upon any failure by the Mortgagor to comply with or perform any of the terms, covenants or conditions of this Mortgage requiring the payment of any amount of money by the Mortgagor, other than the principal amount of the loan evidenced by the Note, interest and other charges, as provided in the Note, the Mortgagee may at its option make such payment. Every payment so made by the Mortgagee (including reasonable attorney's fees incurred thereby), with interest thereon from the date of such payment, at the rate of six percent (6%) per annum, except any payment for which a different rate of interest is specified herein, shall be payable by the Mortgagor to the Mortgagee on demand and shall be secured by this Mortgage. This Mortgage with respect to any such amount and the interest thereon, shall constitute a lien on the mortgaged property prior to any other lien attaching or accruing subsequent to the lien of this Mortgage.

9. The Mortgagee, by any of its agents or representatives, shall have the right to inspect the mortgaged property from time to time at any reasonable hour of the day. Should the mortgaged property, or any part thereof, at any time require inspection, repair, care or attention of any kind or nature not provided by this Mortgage as determined by the Mortgagee in its sole discretion, the Mortgagee may, after notice to the Mortgagor, enter or cause entry to be made upon, the mortgaged property, and inspect, repair, protect, care for or maintain such property, as the Mortgagee may in its sole discretion deem necessary, and may pay all amounts of money therefor, as the Mortgagee may in its sole discretion deem necessary.

10. The principal amount owing on the Note together with interest thereon and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagee pursuant to and secured or intended to be secured by this Mortgage, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filing of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of any Federal Bankruptcy Act or Code, as amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagee is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:

- (a) Failure to pay the amount of any payment, or other charges payable on the Note, or the occurrence of any circumstance by which the entire remaining balance of the Note by its terms is immediately due and payable.
- (b) Nonperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretofore, herewith or hereafter made by the Mortgagor with the Mortgagee in connection with such indebtedness;
- (c) Failure of the Mortgagor to perform any covenant, agreement, term of condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage;
- (d) The Mortgagee's discovery of the Mortgagor's failure in any application of the Mortgagor to the Mortgagee to disclose any fact deemed by the Mortgagee to be material, or of the making therein or in any of the agreements entered into by the Mortgagor with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of, the Mortgagor;
- (e) The sale, lease or other transfer of any kind or nature of the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee;
- (f) The enactment after the date of this Mortgage of any law of the State of Indiana deducting from the value of the mortgaged property (or any part thereof), for the purpose of taxation, any lien thereon, or changing in any way its laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of collection of any such tax, so as to affect this Mortgage, and if after such enactment or change the holder of the Note and this Mortgage gives written notice to the Mortgagor declaring the Note and all other indebtedness secured by this Mortgage to be due and payable, because of any such enactment or change, immediately upon the expiration of thirty (30) days after such notice.
- (g) Impairment or deterioration of the mortgaged premises or any improvement thereon, or waste committed or permitted by the Mortgagor in regard to the mortgaged premises or any improvement thereon.

The Mortgagee's failure to exercise any of its rights hereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable, are in this Mortgage called "events of default".

11. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid (if any) by the Mortgagee to cure any such default shall be paid by the Mortgagor to the Mortgagee; and the Mortgagee shall also become subrogated to whatever rights the holder of the prior lien might have under such instrument.

12. (a) After the happening of any default hereunder, the Mortgagor shall upon demand of the Mortgagee surrender possession of the mortgaged property to the Mortgagee, and the Mortgagee may enter such property, and let the same and collect all the rents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assigned to the Mortgagee as further security for the payment of the indebtedness secured hereby; and the Mortgagee may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any rent to the Mortgagee.

(b) In the event that the Mortgagor occupies the mortgaged property or any part thereof, the Mortgagor agrees to surrender possession of such property to the Mortgagee immediately after any such default hereunder, and if the Mortgagor remains in possession after such default, such possession shall be as a tenant of the Mortgagee, and the Mortgagor shall pay in advance, upon demand by the Mortgagee, as a reasonable monthly rental for the premises occupied by the Mortgagor, an amount at least equivalent to 1/60th of the original principal sum of the Note, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges and insurance premiums payable in connection with the mortgaged property during such year, and upon the failure of the Mortgagor to pay such monthly rental, the Mortgagor may also be dispossessed by the usual summary proceedings applicable to tenants. This covenant shall become effective immediately upon the happening of any such default, as determined in the sole discretion of the Mortgagee, who shall give notice of such determination to the Mortgagor; and in the case of foreclosure and the appointment of a receiver of the rents, the within covenant shall inure to the benefit of such receiver. This provision shall not affect Mortgagee's rights to foreclose this mortgage or to payment of the amounts secured hereby.

13. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solvency or insolvency of the Mortgagor or other party liable for the payment of the Note and other indebtedness secured by this Mortgage.

14. The Mortgagor, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form satisfactory to the Mortgagee, signed by the Mortgagor and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Mortgage, and whether any offsets or defenses exist against such indebtedness or any part thereof.

15. The Mortgagor will give immediate notice by registered or certified mail to the Mortgagee of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.

16. Notice and demand or request may be made in writing and may be served in person or by mail.

17. In case of a foreclosure sale of the mortgaged property it may be sold in one parcel.

18. The Mortgagor will not assign the rents, if any, in whole or in part, from the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee.

19. The Mortgagor warrants that Mortgagor is lawfully seized of the mortgaged property and has good right, full power and lawful authority to mortgage the same in the manner above provided, and will warrant and defend the same to the Mortgagee forever against the lawful claims and demands of any and all parties whatsoever.

20. This Mortgage and all the covenants, agreements, terms and conditions herein contained shall be binding upon and inure to the benefit of the Mortgagor and the heirs, legal representatives and assigns of the Mortgagor, and, to the extent permitted by law, every subsequent owner of the mortgaged property; and shall be binding upon and inure to the benefit of the Mortgagee and its assigns. If the Mortgagor, as defined herein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated jointly and severally under all the provisions hereof and under the Note. The word "Mortgagee" shall include any person, corporation or other party who may from time to time be the holder of this Mortgage. Wherever used herein the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

21. Mortgagor shall not commit, suffer or permit any impairment or deterioration of the mortgaged property or any improvement thereon, and shall maintain the mortgaged property and all improvements thereon in good condition and repair. Mortgagor will not commit or permit any waste, and will keep the mortgaged premises in as good order and condition as they now are, reasonable wear and tear excepted. In the event that Mortgagor shall not comply with the obligations heretofore stated in this paragraph, then Mortgagee, in addition to any other available remedy, shall be entitled immediately to restrain same by injunction or other appropriate proceeding.

22. In addition to any monthly or other payment to be made pursuant to the Note attached as Exhibit "A", at Mortgagee's option, Mortgagor shall pay to the Mortgagee - - on the same date as each installment payment provided for by Exhibit "A", or if no installment payment is therein specified, then on the 15th day of each month, beginning with the month immediately following that in which this mortgage is signed by Mortgagor - - an amount equal to the sum of one-twelfth of the annual real estate taxes on the property and one-twelfth of the annual premium for property damage insurance, for said property as said sum may be increased or decreased from time to time by increase or decrease in real estate taxes and/or insurance premium. Said payments shall be deposited by Mortgagee in a non-interest bearing account and applied by Mortgagee to payment of real estate taxes and insurance premiums as the same shall fall due.

IN WITNESS WHEREOF this Mortgage has been duly signed and sealed by the Mortgagor on or as of the day and year first above written.

Albert W. Cherry (L.S.)
Albert W. Cherry
Hannah M. Cherry (L.S.)
Hannah M. Cherry

STATE OF INDIANA, }
County of LAKE } SS.

Before me, _____, a _____,
this 15th day of June, 19 84, personally appeared
Albert W. Cherry and Hannah M. Cherry
and acknowledged the execution of the foregoing Mortgage.

Cathryn Hager Leopold
Notary Public

My commission expires:

3-3-85

Resident of Lake County

Prepared By: _____

STATE OF INDIANA

Loan No.

Mortgage

To

Received for record this

of _____, 19 _____, day

at _____ o'clock M., and recorded

in Mortgage Record at pages _____

of the records of _____ County,

Indiana

Recorder of _____ County, Indiana

PROMISSORY NOTE FOR INSTALLMENT LOAN

(CITY-WIDE REHABILITATION PROGRAM,
AND EAST HAMMOND NEIGHBORHOOD STRATEGY AREA
REHABILITATION PROGRAM)

Project No. 6016 Wallace Rd. Place: Hammond, Indiana

Loan No. Date: May 17, 1984

\$ 11,600.00

Description of Property:

Lot 67, Lyndora Addition to the City of Hammond, as shown in Plat Book 14,
page 18, Lake County, Indiana.

[Hereinafter: "the Real Estate"]

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of the City of Hammond, Indiana, (hereinafter called "the Municipality"), acting by and through the Hammond Redevelopment Commission, or its successors, the sum of eleven thousand six hundred DOLLARS (\$ 11,600.00), plus interest at the rate of zero percent (0 %) per annum upon the unpaid principal balance from the date of making of this Note until payment in full, payable over a term of fifteen years in 15 + 5 equal monthly installments of \$ 62.71 each, the first of said installments to be due and payable on the first day of June, 19 84, and each succeeding installment to be due and payable on the first day of each succeeding month thereafter, each such payment to be made at 7324 Indianapolis Blvd., Hammond, Indiana, 46324, or at such other place as shall be designated by the Municipality.

In the event that any installment is not paid to the Municipality by the date upon which the next succeeding installment payment under this Note is due, the undersigned shall pay to the Municipality a late charge of five (5%) percent of the amount of the delinquent installment, not to exceed NINE DOLLARS (\$9.00.).

Upon the occurrence of any one of the following events, the holder hereof, at its option, without notice or demand of any kind, may accelerate the obligations herein stated, which obligations shall then be immediately due and payable in full:

(1) Failure to pay on installment when due, which failure continues until the date upon which the next succeeding installment is payable.

(2) Sale, conditional sale, assignment, or other transfer for a valuable consideration of the fee simple interest of the undersigned, either jointly or severally, or the survivor of them, in the real estate, whether by conveyance or other transfer of title; by assignment or other transfer of any beneficial interest in any trust having any interest in the property; by contract for installment or conditional sale of real estate; or by any other means (any transfer or conveyance whereby the undersigned, or any of them,