

11-50898
12-23-85

D-422216 ARA Return to LM

Return to: Calumet National Bank
Commercial Loan Dept.
5231 Hohman Avenue
Hammond, Indiana 46320

861753

MORTGAGE

THIS INDENTURE, made this 30th day of June, A. D., 1986,
by and between

LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT
DATED JUNE 17, 1986, AND KNOWN AS TRUST NO. 3599

hereinafter sometimes called the "Mortgagor(s)," party of the first part, and CALUMET NATIONAL BANK
Hammond, Indiana, a corporation duly organized and existing under and by virtue of the laws of the United States
of America, hereinafter sometimes called the "Mortgagee," party of the second part, WITNESSETH:

THAT WHEREAS, in order to evidence its just indebtedness to the mortgagee in the principal sum of
Two hundred-eighty thousand and no/100 ** dollars (\$280,000.00) for money loaned by the mort-
gagee, the mortgagor (s) executed and delivered their certain promissory note identified as Loan
Number 94721, bearing date of the 30th day of June
A. D., 1986, payable as thereby provided to the order of the mortgagee in lawful money of the United States
of America at the office of the Mortgagee in the City of Hammond, Lake County, Indiana, with interest on said
principal sum remaining unpaid from time to time at the rate of ~~The First National Bank of Chicago Prime Rate,~~
(~~Initially~~ ^{Variable Daily} ~~8.50~~ ^{13.50%} ~~%~~ ^{ceiling} ~~8.00%~~ ^{floor} per annum payable monthly until maturity, and attorney's fees, without relief from valuation and
appraisal laws, and with interest after maturity, until paid, at the highest rate for which it is now lawful to con-
tract, said indebtedness being payable as follows:

In successive monthly installments of Three Thousand and no/100 **** dollars (\$3,000.00)
per month, commencing on the 1st day of August, 1986, and continuing
on the corresponding day of each calendar month thereafter, to be applied first to interest on the unpaid balance
due thereunder; and the remainder to the principal due thereunder, until said note is paid in full, and providing
that all indebtedness then remaining unpaid thereunder shall be due and payable on the 30th day of
June, 1989, and with the privilege of making extra payments at any time.

NOW THEREFORE, the mortgagor (s), in consideration of the money concurrently loaned as aforesaid, and in
order to secure the prompt payment of said principal note and interest, and to better insure the punctual and faithful
performance of all and singular the covenants and agreements herein undertaken to be performed by the mort-
gagor(s), do(es) hereby MORTGAGE and WARRANT unto the mortgagee, its successors and assigns, all and
singular the real estate situate, lying and being in the County of Lake, and State of Indiana, known
and described as follows, to-wit:

Lot 1, Winner Parkway Third Addition to the Town of Munster,
as shown in Plat Book 40, page 129, in Lake County, Indiana.

STATE OF INDIANA
LAKE COUNTY
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CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

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together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also all the right, title, interest and estate of the mortgagor(s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisal laws of the State of Indiana, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the mortgagor(s) expressly covenant(s) and agree(s) with the mortgagee as follows, to-wit:

1. That the mortgagor(s) will pay all the said note and indebtedness herein mentioned according to the tenor and effect of said note, and will pay all sums of money hereby secured or intended to be secured, all with attorney's fees and without relief from valuation and appraisal laws.

2. That the mortgagor(s) will keep the buildings, fences, fixtures, improvements and betterments now on said premises, or that may hereafter be erected thereon, in as good condition as at the present time, and will neither commit nor permit waste on said premises, and will neither do nor permit to be done upon said premises anything that may tend to diminish the value thereof.

3. That the mortgagor(s) will pay, before the same become delinquent, all taxes, assessments and special assessments of every kind that may be levied upon said premises or any part thereof.

4. That the mortgagor(s) will keep all buildings that may be at any time on said premises during the continuance of said indebtedness insured against fire and windstorm, in such company or companies as may be satisfactory to the mortgagee, and for such amount as the mortgagee may from time to time direct, (the loss or damage to be made payable to the mortgagee as its interest may appear), and forthwith upon issuance thereof will deposit such policies with the mortgagee.

5. That in case the mortgagor(s) fail(s) to pay any tax, assessment, or special assessment, or fail(s) to keep the buildings, fences, and fixtures on said premises in good repair and insured as above provided, the mortgagee may pay such taxes, assessments or special assessments, or may redeem said premises from sale for taxes, assessments or special assessments, make repairs or procure insurance, and may pay, remove or discharge any claim, lien or encumbrance, or may purchase any tax title or claim against said premises, and protect the title and possession thereof, in order to preserve the priority of the lien of this mortgage thereon, and may employ attorneys at law to perform any service connected with this mortgage, or to prosecute or defend any suit affecting or involving this mortgage or the title or possession of said premises, and that all moneys paid for any such purpose and all moneys laid out by the mortgagee to protect the lien of this mortgage and the security intended to be effected hereby, shall be immediately due and payable with interest thereon at the highest rate of interest permissible by law, and become so much additional indebtedness secured by this mortgage, and the mortgagor(s) agree(s) to pay all sums so advanced with interest, without relief from valuation and appraisal laws; provided, however, that it shall not be obligatory upon the mortgagee to advance money for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessment or special assessments, or tax sales (the receipts of the proper officers being conclusive evidence of the validity and amount thereof), or into the necessity of such repairs.

6. That if default be made in the performance of any of the covenants or agreements herein or in said note contained, on the part of the mortgagor(s) to be kept and performed, then the whole of said indebtedness secured hereby, including all payments for liens, taxes, assessments, special assessments, insurance, attorney's fees, costs, charges or expenses, shall, at the election of the mortgagee, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein to the contrary notwithstanding, and thereupon the mortgagee shall have the right (either with or without process of law, using such force as may be necessary) to enter upon and possess, hold and enjoy said property, and to lease the same or any part thereof upon such terms as to it shall seem best, and to collect and receive all the rents, issues and profits thereof, and to make alterations, improvements and repairs, effect insurance, pay taxes, assessments and special assessments, and do all such other things as may be deemed necessary for the proper protection of the property; and the mortgagee shall have the right to foreclose this mortgage and shall have all other rights and remedies that the law provides, and sale under foreclosure decree shall be without relief from valuation and appraisal laws. In the event that any payment provided for in the note secured hereby shall become overdue for a period in excess of twenty(20) days, the mortgagor agrees to pay a "late charge" of two cents (2¢) (not to exceed two cents (2¢)) for each dollar (\$) so overdue for the purpose of defraying the expense incident to handling the delinquent payment.

THIS MORTGAGE is executed by the LAKE COUNTY TRUST COMPANY, 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 Lake County Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said Lake County Trust Company personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Lake County Trust Company personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President and Trust Officer and attested by its Assistant-Secretary this 30th day of June, 1986.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated June 17, 1986 and known as Trust No. 3599.

By: Donna L. Campbell
 Donna L. Campbell, Vice-President and Trust Officer

ATTEST:

By: Angeline Bravos
 Angeline Bravos
 Assistant-Secretary

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Donna L. Campbell, Vice-President and Trust Officer and Charlotte L. Keilman, Assistant-Secretary of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act acting for such corporation, as Trustee.

Witness my hand and seal this 30th day of June, 1986.

Leah Susanne Anderson
 Leah Susanne Anderson - Notary Public
 Resident of Lake County, Indiana.

My Commission Expires:

April 7, 1987

