

REAL ESTATE INDEMNIFYING MORTGAGE

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THIS INDENTURE WITNESSETH, that, AGNES G. MONTGOMERY, of Lake County, State of Indiana, hereinafter called the "MORTGAGOR", MORTGAGES AND WARRANTS TO: RICHARD A. THOMPSON and DEBERA A. THOMPSON, Husband and Wife, of Porter County, Indiana, hereinafter called the "MORTGAGEE", the following described real estate in Lake County, Indiana, to-wit:

The North 75 feet of the South 250 feet of the East 630 feet of the South Half of the West half of the Southwest Quarter of Section 10, Township 35 North Range 9 West of the 2nd Principal Meridian, Lake County, Indiana, except the East 12 1/2 feet thereof reserved for Austin Avenue, in the Town of Schererville, Lake County, Indiana, and also except the West 442 feet thereof.

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together with all of the rights, privileges, appurtenances and improvements thereunto appertaining and belonging together with the rents, issues, and profits thereof.

TO SECURE THE PAYMENT, when the same shall become due of any and all existing notes of the MORTGAGOR, or any of them, and all existing indebtedness and liabilities of the MORTGAGOR, or any of them, in favor the the MORTGAGEE; TO FURTHER SECURE THE PAYMENT of any and all promissory notes which are concurrently herewith executed by the MORTGAGOR, or any of them, in favor the the MORTGAGEE, which notes state they are secured hereby; TO FURTHER SECURE THE PAYMENT of any and all promissory notes, which may hereafter be executed by the MORTGAGOR, or any of them in favor of the MORTGAGEE, or acquired by the mortgages against any of the MORTGAGORS, which notes state they are secured hereby.

It is covenanted and agreed that this Mortgage shall be a continuing security for all such indebtedness and liabilities as aforesaid. It is expressly agreed that such indebtedness and liabilities may be paid in whole, or in part, and thereafter further advances and/or new notes may be made, or executed, and this Mortgage shall, at all time, secure the payment of all such advances, notes, renewals, and extentions thereof along with all other indebtedness and/or liability of the MORTGAGOR, or any of them, to the Mortgage.

In the event the whole, or any part of any one of the notes secured hereby or any interest thereof, is not paid at maturity, or any indebtedness or liability secured hereby, is not paid or discharged when due, or in the event the MORTGAGOR breaches or fails to promptly or faithfully perform any one of their covenants herein contained, THEN ALL NOTES, DEBTS, AND LIABILITIES HEREBY SECURED SHALL, AT THE OPTION OF THE MORTGAGEE, AND WITHOUT NOTICE, BECOME IMMEDIATELY DUE AND PAYABLE, and thereupon, this Mortgage may be immediately foreclosed for the collection of all notes, indebtedness, and liabilities hereby secured.

No delay on the part of the MORTGAGEE in the exercise of any right or remedy granted it by this Mortgage, or by any document secured by it, shall operate as a waiver thereof, and no single or partial exercise by the MORTGAGEE of any right or remedy shall preclude other or future exercises thereof nor the exercise of any other right or remedy. NO WAIVER BY THE MORTGAGEE OF ANY RIGHT OR REMEDY SHALL BE EFFECTIVE UNLESS IN WRITING, NOR OPERATE AS A WAIVER OF A LIKE RIGHT OR REMEDY ON A FUTURE OCCASION.

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Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all gender appropriate in the context.

The MORTGAGOR agrees to pay all reasonable attorney's fees and other expenses of the MORTGAGEE of the collection of any indebtedness, liabilities, or notes hereby secured or incurred by the MORTGAGEE in protecting or enforcing the security of this Mortgage, either with or without suit.

THE MORTGAGOR FURTHER EXPRESSLY AGREES AND COVENANTS AS FOLLOWS:

1. To pay the note, or notes, and the debts and liabilities secured hereby promptly as it or they become due, and to pay all interest and attorney's fees according to the terms of said note, or notes;

2. To pay all taxes, assessments, and impositions levied and imposed upon the real estate above described and the improvements thereon as the same become due and payable and within ten (10) days, after any of such taxes, assessments, impositions, or any installment thereof, shall be due and payable, to furnish and exhibit to the Cashier of the MORTGAGEE valid receipts evidencing such payments, and failing so to do, the MORTGAGEE may pay the same, and the money so paid by the MORTGAGEE shall become a part of the debt secured by and collectible under this Mortgage;

3. To keep all building and improvements now on or hereafter erected upon said real estate and all equipment attached thereto insured against loss or damage by fire, lightning, windstorm, tornado, cyclone, hail, and war damage with some responsible insurance company, satisfactory to the MORTGAGEE, in an amount not less than the full debt from time to time secured by this Mortgage, with proper and sufficient mortgage or loss payable clauses upon each of the policies of such insurance in form satisfactory to the MORTGAGEE, payable to the MORTGAGEE as its interests may appear under this Mortgage and the note, or notes, secured hereby, and to deliver to, and leave in the possession of, the MORTGAGEE any and all such policies of insurance issued, with receipts showing the payment of the full premium, or premiums, on such policies and, failing so to do, the MORTGAGEE may procure and pay for such insurance and the amounts so paid shall become a part of the debt secured by and collectible under this Mortgage;

4. That the abstract of title, or title policy, covering the real estate herein mortgaged shall be the absolute property of the MORTGAGEE until the debt secured by this Mortgage is paid in full, and that if at any time it sees fit the MORTGAGEE may procure and pay for a continuation or continuations, of such abstract, or a later date title policy, or policies, and any amount, or amounts, so expended by the MORTGAGEE for such purpose shall become a part of the debt secured by and collectible under this Mortgage;

5. That the lien of this Mortgage shall include all trees, shrubbery, equipment, appliances, furniture, and fixtures, now or hereafter located upon or attached to the real estate above described, and that the MORTGAGOR shall not, in any way, make any material alterations in the improvements, now on or hereafter erected upon said real estate, or remove the whole, or any part of such improvements, or the aforesaid equipment, appliances, fixtures, furniture, trees, or shrubbery without the written consent of the MORTGAGEE; MORTGAGOR consents to the filing by the MORTGAGEE of the necessary documents to perfect its security interest in said property pursuant to the Uniform

Commercial Code;

6. That the MORTGAGEE may, at its option, pay the whole or any part of any lien upon said real estate, improvements, equipment, appliances, or fixtures, whether such lien, or liens, be prior and senior or subsequent and junior to the lien of this Mortgage, and that any amounts so paid by the MORTGAGEE for any of such purposes shall become a part of the debt secured by and collectible under this Mortgage;

7. That the MORTGAGOR shall not transfer, sell, or assign any interest, legal or equitable, of any of the security covered by this Agreement without the written consent of the MORTGAGEE, first had and obtained. No stockholder or partner of the MORTGAGOR shall transfer, sell, or assign all or any part of his stock or partnership interest to any other person without the written consent of the MORTGAGEE, first had and obtained;

8. That, in the event the premises herein mortgaged, or any part thereof, is taken under the power of eminent domain, the entire award shall be paid to the MORTGAGEE to apply upon any debt which may be secured by this Mortgage and that any amounts paid under any insurance policy, or policies, for any loss or damage on or to the security hereby mortgaged shall be paid directly to the MORTGAGEE and applied by the MORTGAGEE first to the payment of the balance remaining unpaid on any note or debt secured by this Mortgage, the balance, if any, to be paid to the MORTGAGOR, or their successors in interest, and that the MORTGAGEE is hereby irrevocably authorized for and on behalf of the MORTGAGOR, or their successors, to receive and receipt for any such monies under any insurance policy, or policies, covering loss or damage to the security hereby mortgaged, and for any award for any of said real estate taken under the right of eminent domain;

9. That upon the filing of any complaint to foreclose this Mortgage, the MORTGAGEE shall be entitled to have a receiver appointed by the court to take possession of the security herein mortgaged and to collect the rents, issues, and profits of and from said security and to hold the same, subject to the orders of said court or the judge thereof, for the benefit of the MORTGAGEE, pending the final decree in such foreclosure proceeding or pending the sale of said security pursuant to such decree and such a receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness secured by this Mortgage;

10. That the MORTGAGOR will not suffer, permit, or commit any waste or commit any act which would impair or depreciate the value of the security herein mortgaged, and that said MORTGAGOR will keep the buildings, improvements, equipment, appliances, and fixtures now located upon, or hereafter erected or placed upon, the above described real estate in a good condition and state of repair at all times;

11. That, in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in any person, or persons, other than the MORTGAGOR, the MORTGAGEE may, without notice to the MORTGAGOR, deal with such successor, or successors in interest, with reference to this Mortgage and the debt hereby secured in the same manner as with the MORTGAGOR, without in any way vitiating or discharging the MORTGAGOR'S liability hereunder, or upon the debt hereby secured, and the MORTGAGEE may, in such event, extend the time for the payment of said indebtedness or the performance of any or all of the covenants hereof, or reduce the payment to be made upon such indebtedness, and any extension, or reduction, shall not release the MORTGAGOR from their liability under said note and this Mortgage;

12. To pay any and all mechanic's, laborer's, or materialmen's liens, which may be, or may become, a lien upon the real estate herein described; also, to pay any prior liens or encumbrances which may, at the time this Mortgage is executed, be a lien upon said premises, and to pay any and all outstanding claims lessening the legal or equitable interest and title of the MORTGAGOR in and to said premises;

13. To pay, in case of the MORTGAGEE'S placing this Mortgage and/or the note, or notes, hereby secured in the hands of an attorney for collection, or in case of any legal proceedings wherein the MORTGAGEE herein should be required to defend or protect its rights, interest, or lien under this Mortgage and the debt secured hereby, all reasonable attorney's fees, expenses, and costs, incidental thereto, and upon failure of the MORTGAGOR to pay the same, the MORTGAGEE may do so, and the same shall, hereupon, become and be a part of the debt secured by this Mortgage; also, in case of the foreclosure of this Mortgage, to pay reasonable attorney's fees for such foreclosure and services incidental thereto;

14. Wherever requested, MORTGAGOR agrees to furnish MORTGAGEE with a current, certified, accurate, and complete financial statement;

15. Any monies advanced by MORTGAGEE to sustain the lien of this Mortgage, or its priority, or to protect or enforce any of MORTGAGOR'S rights hereunder, or to recover any indebtedness hereby secured or paid relative to charges on the property not duly paid by MORTGAGOR, shall become immediately due and payable and shall bear interest at an annual rate of three percent (3%) over the highest interest rate charged MORTGAGOR by MORTGAGEE for any indebtedness secured by this Mortgage. All such sums shall be secured by this Mortgage and shall be a lien on the premises prior to any right, title, interest, or claim, in, to, or upon the premises attaching or accruing subsequent to the lien of this Mortgage;

16. Any person, firm, or corporation taking or acquiring a junior mortgage or other lien upon the premises, SHALL TAKE OR ACQUIRE AND SHALL HOLD SAID LIEN SUBJECT TO THE RIGHTS OF THE MORTGAGEE TO EXTEND THE MATURITY OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE AND TO INCREASE THE INDEBTEDNESS SECURED BY THIS MORTGAGE WITHOUT OBTAINING THE CONSENT OF THE HOLDER OF SAID JUNIOR LIEN AND WITHOUT THE LIEN OF THIS MORTGAGE LOSING ITS PRIORITY OVER ANY SUCH JUNIOR LIEN. Any proceeding instituted on any such Mortgage or lien shall constitute a default of this Mortgage;

IN WITNESS WHEREOF, said MORTGAGOR have hereunto set her hands and seals this 7<sup>th</sup> day of November, 1986.

MORTGAGOR:

Agnes G. Montgomery  
AGNES G. MONTGOMERY

STATE OF INDIANA }  
COUNTY OF Lake } SS:

Before me, the undersigned, a Notary Public in and for the aforesaid County and State, this 4<sup>th</sup> day of November, 1986, personally appeared AGNES G. MONTGOMERY, and acknowledged the execution of the foregoing Mortgage, for and on behalf of AGNES G. MONTGOMERY.

Witness my hand and notarial seal.

Marcile Allison  
NOTARY PUBLIC

County of Residence:

Lake

My Commission Expires:

11/01/1988

This Instrument Prepared By: Attorney Brian J. Hurley  
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