

5
954365

8-434580LD 4001
REAL ESTATE MORTGAGE

Bank of Highland / wb
#201290

2611 Hwy Ave, Highland
700
R

THIS MORTGAGE made this 25th day of November, 1987, by and between Jacob Henry Van Schouwen and Linda Joy Van Schouwen, Husband and Wife, (hereinafter jointly and severally referred to as "Mortgagor"), of 19306 Clay Street, Lowell, IN 46356, and Bank of Highland, whose principal office is at 2611 Highway Avenue, Highland, Indiana, an Indiana Corporation, (hereinafter referred to as "Mortgagee"), WITNESSETH that Mortgagor in consideration of ONE DOLLAR and other valuable consideration, the receipt and sufficiency of which being hereby acknowledged does MORTGAGE and WARRANT unto the Mortgagee, the following described real estate, together with its rents, issues and profits and all buildings, improvements, fixtures and crops there on or hereafter erected thereon, and all rights, appurtenances, privileges, interests, easements, minerals including coal, oil and gas and all rights therein including mineral and oil and gas leases, timber and hereditaments thereto belonging, situated in Lake County, State of Indiana (sometimes hereafter called the "Mortgaged Premises"):

Part of the Southeast Quarter of Section 36, Township 33 North, Range 8 West of the 2nd P.M., described as follows: Beginning at a point on the East line of said Section 36 and 2,284.43 feet North of the Southeast corner thereof; thence West at right angles 676.89 feet; thence North at right angles 321.77 feet; thence East at right angles 676.89 feet to the East line of said Section 36; thence South 321.77 feet to the point of beginning, in Lake County, Indiana.

COMMONLY KNOWN AS: 19306 Clay Street, Lowell, Indiana 46356

This Mortgage is made to secure the payment without relief from valuation and appraisement laws, FIRST, of the indebtedness due from a note of even date to the Mortgagee in the principal sum of Seventy Seven Thousand Six Hundred Fifty-Nine & 43/100-----Dollars (\$77,659.43), which Mortgagee has advanced, or has obligated itself to advance, evidenced by the beginning date of said note(s) as therein specified, if not sooner paid, due and payable no later than Jun 1, 2002. Together with any renewals and extensions, partial or otherwise,;

SECOND, To secure the payment of all unpaid balances of any additional or other loan advance which the Mortgagee may make under provisions of notes secured hereby, to the aforementioned person, no matter how the same may be evidenced, and;

THIRD, to secure unpaid balances of any loans made in the future by Mortgagee to the aforementioned person, at the request of the aforementioned person, Mortgagor or his successor in title, no matter how such loans may be evidenced.

In all cases the secured debt includes advancements to protect the security, expenses of collection and a reasonable attorney's fee. The parties hereto agree and intend that this Mortgage shall secure unpaid balances of any loans or advances made by Mortgagee to the aforementioned person(s) not to exceed the maximum amount outstanding at any one time of Seventy-Seven Thousand Six Hundred Fifty-Nine & 43/100-----Dollars (\$77,659.43) in the aggregate and exclusive of interest thereon. If the unpaid balance at any time exceeds such amount, then this Mortgage shall secure that portion of the outstanding balance which does not exceed such amount.

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

1. NO LIENS OR ASSESSMENTS. Not to permit any lien or assessment other than current taxes not delinquent to encumber the Mortgaged Premises.

2. INSURANCE. To maintain insurance on all buildings and other improvements on the Mortgaged Premises against damage by fire, windstorm or other normal risks under extended coverage in companies and amounts satisfactory to Mortgagee. All policies evidencing such insurance shall have attached thereto standard Mortgagee riders making such insurance payable to Mortgagee as its interest may appear, and shall provide for at least ten (10) days' prior written notice of cancellation or material change in

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION
RECORDED

ALLIAN BASTIEN
L.C. REORDERER
DEC 14 3 11 PM '87

1000

REAL ESTATE MORTGAGE

coverage to Mortgagee. All such policies or appropriate certificates, at Mortgagee's request, shall be deposited with Mortgagee.

3. MAINTENANCE, WASTE, USE, ALTERATIONS AND ENCUMBERED PERSONAL PROPERTY. To keep all buildings, fences and other improvements on the Mortgaged Premises in as good repair and condition as the same are in at this date, and to promptly, repair, rebuild or restore any part damaged or destroyed and to permit no waste, and especially no cutting of timber or removal of oil, gas, coal or other minerals except for the actual needs of the property. Mortgagor shall not make or permit, without Mortgagee's written consent (A) any use of the Mortgaged Premises for any purpose other than that for which the same is now used or as identified to Mortgagee as intended to be used; (B) any substantial alterations of the buildings, improvements, fixtures, apparatus, machinery, and equipment now or hereafter erected or located upon the said premises; (C) any purchase, lease or agreement under which title is reserved in the vendor respecting any fixtures, apparatus, machinery equipment, or personal property to be placed in or upon any of the buildings, or improvements on the Mortgaged Premises unless any such interest is subordinated to the lien of this Mortgage, and Mortgagor shall execute and deliver, from time to time, such further instruments as may reasonably be requested by Mortgagee in order to confirm the priority of this mortgage lien.

4. APPOINTMENT OF RECEIVER. Mortgagor acknowledges the propriety of, and consents to, the appointment of a receiver for the Mortgaged Premises upon seven days' notice in the event that any action is commenced involving the Mortgaged Premises or to foreclose this Mortgage.

5. CONDEMNATION, in the event of a public taking or condemnation respecting any part of the Mortgaged Premises by proper authority, any damages paid or award allowed shall, at the option of the Mortgagee, be applied first toward the satisfaction of Mortgage.

6. ADVANCEMENTS BY MORTGAGEE. Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the Mortgaged Premises. All sums so advanced by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the default rate provided in the notes secured hereby. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be, or become prior and senior to this Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorneys' fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or to the Mortgaged Premises.

EVENTS OF DEFAULT AND ACCELERATION. Time is of the essence of this agreement. The occurrence of any of the following shall constitute a default under this Mortgage.

- A. Nonpayment or nonperformance of any of the obligations secured hereby or of any covenant under this Mortgage.
- B. Any warranty, representation or statement made or furnished to Mortgagee by, or on behalf of, Mortgagor in connection with this Mortgage or to induce Mortgagee to make any loan, advancement or other extension of credit to Mortgagor which is untrue or misleading in any material respect as of the date when made or furnished.
- C. Any substantial uninsured loss, theft, damage or destruction of the Mortgaged Premises, or the making of any levy, seizure or attachment against it.
- D. The death, dissolution or termination of existence of Mortgagor (except a technical dissolution which is cured within 30 days), or the insolvency or business failure of Mortgagor in writing of an inability to pay debts as they become due; or the appointment of a receiver or trustee for any part of the property of Mortgagor; or an assignment for the benefit of Mortgagor's creditors; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Mortgagor or against any guarantor or surety for Mortgagor or any part of the

REAL ESTATE MORTGAGE

- obligations, secured hereby, or if the Mortgagor shall abandon the Mortgaged Premises.
- E. Default by Mortgagor in the payment of any indebtedness of Mortgagor for borrowed money, other than any of the obligations secured hereby or the acceleration of the maturity date of any such indebtedness of Mortgagor.
- F. Mortgagee's reasonably deeming any of the obligations secured hereby to be insecure for any other reason.

Upon any default the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this Mortgage may be foreclosed accordingly. Upon such default and acceleration the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

NONWAIVER; REMEDIES. Delay by the Mortgagee in the exercise of any of its rights hereunder shall not preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

IN GENERAL. The Mortgagee may extend the time for payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor without consent of any junior lienholder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee. The titles of the paragraphs in this instrument are for convenience only, and do not limit the contents of such paragraphs. All rights and obligations hereunder shall extend to and be binding upon, the several heirs, representatives, successors and assigns of the parties to the Mortgage. When applicable, use of the singular form of any word shall mean or apply to the plural, and masculine form shall mean and apply to the feminine or the neuter.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage as of day and year first above written.

Jacob Henry Van Schouwen (Seal)
Jacob Henry Van Schouwen -Borrower

Linda Joy Van Schouwen (Seal)
Linda Joy Van Schouwen -Borrower

STATE OF INDIANA, Lake County ss:

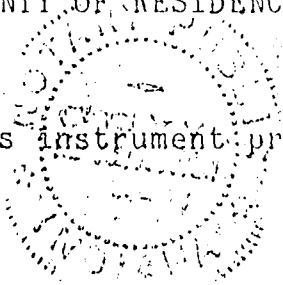
On this 25th day of November, 1987, before me, the undersigned, a Notary Public in and for said County, personally appeared Jacob Henry Van Schouwen and Linda Joy Van Schouwen, Husband and Wife, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: 07/22/88
COUNTY OF RESIDENCE: Lake

Kathryn G. Cruz
Kathryn G. Cruz Notary Public

This instrument prepared by: Walter Banke, Assistant Vice President



LOAN NO. 201290

HIGHLAND, INDIANA

\$77,659.43

NOVEMBER 25, 1987

PROMISSORY NOTE
(Variable Interest Rate Plan)

For Value Received, the undersigned, jointly and severally, promise to pay to the order of BANK OF HIGHLAND, the Payee, at its offices in the Town of Highland, Indiana, the principal sum of Seventy-Seven Thousand Six Hundred Fifty-Nine & 43/100-----Dollars (\$77,659.43) with interest thereon as follows:

Interest on the principal sum shall be calculated on the basis of a 360-day year of 30-day months and within any month for actual days elapsed at a rate per annum which is equivalent to TWO Percent (2.00%) over the prime rate of Continental Illinois Bank & Trust Company from time to time in effect and changing when such prime rate changes effective as of the opening of business on the day when such change occurs (except that any such change occurring three (3) business days or less prior to any payment or repayment in full of the principal sum shall not be effective). For purposes of this Agreement, "prime rate of Continental Illinois Bank & Trust Company" at any time shall mean the rate of interest then most recently announced by Continental Illinois Bank & Trust Company of Chicago, Illinois, as its prime rate. The principal sum shall bear interest as hereinabove provided from the date thereof on the principal amount from time to time outstanding until the principal shall have been paid in full. Interest shall be payable annually on the first day of June of each year commencing June 1, 1988.

Principal installments in an amount equal to 1/15th of the original principal amount shall be payable annually on the first day of June of each year commencing June 1, 1988, until the first day of June, 2002, when all unpaid principal shall be due and payable.

The Payee will from time to time establish a higher or lower rate of interest as set out above. When a different rate of interest is established, the amount of each subsequent installment shall be increased or decreased to reflect the different rate of interest without changing the date or number of such installments.

The Payee may add to such installments of principal and interest amounts sufficient to create funds to pay taxes upon the security for this note, premiums for casualty insurance protecting such security, and any group credit life insurance securing payment of this note as they become due, which amounts shall reduce the amount of principal upon which interest is charged until such time as the funds are advanced for said purposes.

The makers, endorsers, and all parties to this note, jointly and severally, waive presentment for payment, protest, notice of protest, notice of nonpayment or dishonor of this note, demand and all legal diligence in enforcing collection. The right is expressly reserved to the Payee to extend the time of payment of this note or of any installment herein provided. Such extension, however, shall not operate as a waiver of the other obligation of this note.

If any default be made in any of the payments provided for in this note, or in case of failure to perform any of the terms or conditions of the mortgage which secures this loan, the whole indebtedness evidenced by this note, together with all interest on same, shall at the option of the holder, become

immediately due and payable without demand or notice, notice of the exercise of such option being hereby expressly waived. Whether said holder has exercised such option or not, such defaulted payment(s) shall bear simple interest from date of such default until paid, at a rate of THREE Percent (3.00%) above the current rate of interest on this note on the day the interest accrues.

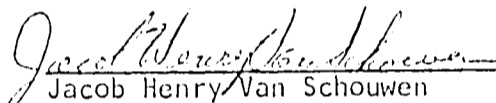
Additional payments toward the reduction of the principal amount of this note, or the payment of the entire principal balance hereof may be made at any time without penalty provided accrued, unpaid interest upon such amount is paid therewith. Such additional payments shall not reduce the amount of any installment, but shall operate to mature this note at an earlier date.

This note is negotiable and payable without any relief whatsoever from valuation and appraisal laws.

To the fullest extent permitted by applicable law, the makers, endorsers, and all parties to this note, further promise and agree, jointly and severally, to pay all reasonable attorney's fees, incurred or expended by the holder hereof in any litigation involving the indebtedness evidenced by this note, the mortgage securing this note or the land described in such mortgage.

In the event that any provision or clause of this note conflicts with applicable law or is declared unenforceable by a court of competent jurisdiction or otherwise, then any such provision or clause shall be severable and shall not affect the remaining provisions of this note or the enforceability thereof.

This note is secured by a mortgage describing property located in Lake County, Indiana.

 (Seal)
Jacob Henry Van Schouwen

 (Seal)
Linda Joy Van Schouwen

ADDRESS OF PROPERTY
19306 Clay Street
Lowell, Indiana 46356