a BOM-554 REV. 7/86

THE INDEPTURE WITNESSETH, that Instance and vife Lake County, State of Indana, whether one or more herein called Morgagor, MCRTGAGES AND WAI ANTS/TO BANK ONE, MERRILLVILLE, NA with an office located at 1000 East 80th Place, Merrillville, Indana, hereafter celled to longagoe, the following described real estate in Lake Lot 26, Both Asia Subdivision, Unit No. 4, as shown in Plat Book 36, Fage 11; in Lake County, Indiana.  Degether with all buildings, Improvements, appurtenances, and fixtures attached; created appurent and acquired mattacked, created, appurent and or used in connection with the real estate, and tiggline with all real states acquired mattacked, created, appurent and or used in connection with the real estate, and tiggline with all real states and provides a state of the county, Indiana, In	BANTONE.	38421 LD	ne Merrillville, REAL ESTATE	Àt.	tn: Beth A. Ha	
husband and stife  County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND VM  ARTS-TO BANK ONE, MERRILLVILLE; NA withan office located at 1000 East 90th Place, Morrible, Indiana, hereafter called by  Chargage, the following described real estate in  Löx 26, 85th Art Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in  Lake County, Indiana, by  Lake County, Indiana, hereafter acquired; and the state of t	Martivile: Indiana	990737				
AMTS-TO BANK ONE. MERRILLVIILE, NA within an office located at 1000 East 90th Place, Merrillville, Indiana, Interestric called the County, State of Indians, town Lake County, Indiana.  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:  Lot 26, Bon Air Subdivision, Unit No. 4, as shown in Plat Book 36, Page 11, in:	THIS INDENTURE husband an	WITNESSETH, that d wife	Vernon	I. McClellan and	l Élizabeth J. l	McClellan.
gether with all buildings, improvements, appurtenances; and fixtures attached; erected or used in connection with the real estate perfeater acquired; attached, erected, appurtenant or used in connection with the real estate, and together with all rents; gives, incomorbins, rights; privileges, interests, easements and hereditaments thereof.  This mortgage is given to secure: (a) the payment of Mortgagers Promissory; Note, payable to the Mortgagee details and the secure of the payment of the mortgage of the Mortgagers of the Mortg	RANTS TO BANK ONE	MERRILLVILLE NA	with an office located a	at 1000 East 80th Plac	e. Merrillville Indiana	hereafter called t
reference acquired; attached, erected, appurtenant or used in connection with his real estate, and together with all rents, issues, incomprotise, rights; privileges, interests, easements and hereditaments/thereof.  This mortgage is given to secure; (a) the payment of Mortgagors Promissory (Note payable to the Mortgagor with a final payment due and payable on July 30, 1993  Logather with interest and the mount of Mortgagors of the Note of Secure the performance by the Mortgagor of all of Mortgagors covenants greements; promises, payments, and conditions contained in this mortgage, or the Note it secures, or any other instruments signed the Mortgagor in columntor with the indobtedness secured by this mortgage, by its mortgage and the secure dy additionator different or any term in july its mortgage, by its mortgage and the secure dy additionator different or its least the mortgagor for himself, his heirs, executors, administrators, successors, and assigns as follows:  1. That the Real Estate mortgage hereby is free, clear, and unencumbered except as to (a) real estate taxes not yet due, (b) uses assessments; covenants, and restrictions of records; (c) Real Estate Mortgage and whether or not have been applied to the mortgage of the mortgage and the Note of the Mortgagor of the Mortgagor and the Note of the Mortgagor and the N			n, Unit No. 4, a	as shown in Pla	t Book 36, Page	11, in
greenments, promises, payments, and conditions contained in this mortgage, or the Note it secures, or any other instruments signed in Mortgagor in conjunction with the indebtodness socured by this mortgage, or the Note it secures, or any other instruments signed in Mortgagor in conjunction with the indebtodness socured by this mortgage, (b) in addition, this mortgage is given to secure any and their indebtodness or liabilities (except loans subject to the Federal Truth in Lending Act) of Mortgagors downgage or either or any time, jointly or severally, including future advances, whether said indebtodness, liabilities or future, advances be direct or Indirect intervention of the Saffie Class as the specific debt secured herein, and whether or not secured by additional or different collateral, and (c) at the debt referring to this Mortgage.  The Mortgagor for himself, his heirs, executors, administrators, successors, and assigns as follows:  In that the Real Estate mortgage hereby is free, clear, and unencumbered except, as to (a) real estate taxes not yet due, (b) was essements; covenants, andrestrictions of record, (c) Real Estate Mortgage, dated March 1965.  In the event this mortgage is subject to a mortgage set out in the paragraph above, or any other mortgage or necumbrance is in default or is foreclosed upon, then at the option of the Mortgagoe this Mortgage and the Note or soor indebtodness is secures shall become immediately due and payable in full and further that the Mortgagor will warrant and defend generally the full of the Property against all claims and default or is foreclosed upon, then at the option of the Mortgagor this Mortgage and the Note or other shall be one immediately due and payable in full and further that the Mortgagor and the Note or other shallows of the Mortgagor will warrant and defend generally the full cities property and the Mortgagor will warrant and defend generally the full cities property and the Mortgagor will warrant and defend generally the full cities property and the fu	nereafter acquired; atta profits, rights, privilege	iched, erected, appurte s, interests, easement	enant or used in connect s and hereditaments the	tion with the real estate ereof.	, and together with all r	ents∄issues, i <b>ncon</b>
received the same of the elevants interest and inclusives to sector the performance by the Mortgagor of all of Mortgagors covenants and experiments, payments, and conditions contained in this mortgage, or the Note it secures, or any other instruments signed in Mortgagor in conjunction with the indebtedness secured by this mortgage, (b) in addition, this mortgage is given to secure any and the indebtedness or liabilities (except) cans subject to the Federal Truth in Lending Act) of Mortgagors downgage or either or any term, jointly of severally, including future advances, whether said indebtedness, liabilities or future advances be direct or Indies in many or secondary, or contingent, which may be existing at this time or may be created at any time in the future; whether or not relate, or of the same class as the specific debt secured herein, and whether or not secured by additional or different collateral, and (c) at the debt referring to this Mortgage.  The Mortgagor for himself, his heirs, executors, administrators, successors, and assigns as collows:  1. That the Real Estate mortgage hereby is free, clear, and unencumbered except, as to (a) real estate taxes not yet due, (b) was expensely consensate, and restrictions of record, (c) Real Estate Mortgage, dated March 1965.  1. That the Real Estate mortgage hereby is free, clear, and unencumbered except, as to (a) real estate taxes not yet due, (b) was expensely convenants, and restrictions or forecord, (c) Real Estate Mortgage, dated March 1965.  1. The Equitable Life Assurance Society of the United Society of Society	This mortgage is July 30	given to secure: (a)	) the payment of Mo _ in the amount of	ortgagors Promissory FIFTY THOUSAND	Note payable to th	e Mortgagee dat
greements, promises, payments, and conditions contained in this mortgage, or the Note it secures, or any other instruments signed in Mortgagor in conjunction with the indebtedness secured by this mortgage, (b) in addition, this mortgage is given to secure any and the indebtedness in abilities (except) leans subject to the Federal Truth in Lending Act) of Mortgagors downgage or either or any term, jointly or severally, including future advances, whether said indebtedness, liabilities or future, advances be direct or Indies and the said of the same class as the specific debt secured herein, and whether or not secured by additional or different collateral, and (c) at the debt referring to this Mortgage.  The Mortgagor for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees with said Mortgage sincessors and assigns as follows:  1. That the Real Estate mortgage hereby is free, clear, and unencumbered except, as to (a) real estate taxes not yet due, (b) was exements, covenants, andrestrictions of record, (c) Peal Estate Mortgage, dated March 1965.  2. In the event this mortgage is subject to a mortgage set out in the paragraph above, or any other mortgage or necumbrance is in default on is forestored to the solution of the Mortgage and the Note or mortgage or encumbrance is in default or is foreclosed upon, then at the option of the Mortgagee this Mortgage and the Note or mortgage or encumbrance is in default or is foreclosed upon, then at the option of the Mortgagee this Mortgage and the Note or any other mortgage or encumbrance is in default or is foreclosed upon, then at the option of the Mortgagee this Mortgage and the Note or any other mortgage or encumbrance is in default or is foreclosed upon, then at the option of the Mortgagee this Mortgage and the Note or any other mortgage or encumbrance is in default or is foreclosed upon, then at the option of the Mortgagee this Mortgage is more in the Mortgage or the	(ith a final payment du	a and navable on	July 30, 1993		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	(\$_50,000.00
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2. In the event this mortgage is subject to a mortgage set out in the paragraph above, or any other mortgage or encumbrance and the or mortgage or encumbrance is in default or is foreclosed upon; then at the option of the Mortgage this Mortgage and the Noteches or indebtedness it secures shall become immediately due and payable in full and further that the Mortgage may immediatel due and payable in full and further that the Mortgage may immediate close this Mortgage, all without any notice or demand whatsoever.  3. Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant. One of the property and the Mortgagor will warrant and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Property against all claims and defend generally the title to the Mortgagor and the Nortgagor an	1. That the Real Est	ate mortgage hereby in and restrictions of rec	ord. (c) Real Estate Mor	tgage, dated March	1965	The state of the s
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TATE OF INDIANA  SS:  DUNTY OF Lake  Before me, a Notary Public in and for said County and State, on this 30 th day of July D ou 88 are sonally appeared Vernon J. McClellan _ and _ Elizabeth _ J. McClellan , husband _ and _ wife resonally known to me, and known to me to be the person(s) who (is) (are) described in and who executed the foregoing moriging knowledged the same to be (his) (their) voluntary act and deed for uses and purposes therein set forth.  TNESS my hand and official seal.  Commission Expires: Af	rior mortgage or encur lotes or indebtedness i preclose this Mortgage, 3. Mortgagor covena nd assign the Property ubject to any liens, east isurance policy insuring	nbrance is in default of the secures shall become all without any notice of the strategy of the Mortgagor with the Mortgagor with the Mortgagor with the strategy of the strategy of the strategy of the Mortgage has	or is foreclosed upon; the immediately due and or demand whatsoever. awfully seized of the establishment and defend good in the Property.  SIDE FOR ADDITIONS been executed by the Note in the Property.	nen at the option of the payable in full and fur ate hereby conveyed a penerally the title to the sof record listed in a sc NAL TERMS AND Conveyed and the contract of the con	Mortgagee this Mortgag rther that the Mortgag nd has the right to more Property against all c hedule of exceptions to ONDITIONS 30th	tgage, grant, coverage in TOINT NDIANAS
Before me, a Notary Public in and for said County and State, on this30thday ofJuly		ACKNOWLEDGMI	ENT BY INDIVIDUAL	OR PARTNERSHIP	MORTGAGOR (	
rsonally appeared Vernon J. McClellan and Elizabeth J. McClellan, husband and wife rsonally known to me, and known to me to be the person(s) who (is) (are) described in and who executed the foregoing mortging worth knowledged the same to be (his) (their) voluntary act and deed for uses and purposes therein set forth.  TNESS my hand and official seal.  Commission Expires:  Resident of  Count	DUNTY OFL	<u>ake</u>	en e	2041		
knowledged the same to be (his) (their) voluntary act and deed for uses and purposes therein set forth.  TNESS my hand and official seal.  Commission Expires:  Resident of  Count		Vernon J. McC	ounty and State, on this	abeth J. McClel	lan, husband an	
	knowledged the same	to be (his) (their) volun				going mortgage, an
	y Commission Expires	1-08-91		and the second second	Take.	

## ADDITIONAL TERMS AND CONDITIONS

- 4. For the duration of any indebtedness hereby secured: (a) the Mortgagor will keep the aforesaid property in its present state of repair, normal wear and tear excepted; (b) Mortgagor will pay all taxes and assessments imposed on the said property and will otherwise take such action and exercise such forbearance as may be necessary in order that the said property shall not hereafter become subject to any lien or encumbrance superior to this Mortgage; (c) Mortgagor will procure and maintain insurance with insurance companies acceptable to Mortgagee, against damage to or destruction of the improvements included in said real estate by fire or windstorm or any cause customarily included in the term "extended coverage", such insurance to be in a sum not at any time less than the value of such improvements or the total of the indebtedness then hereby secured plus all taxes, assessments and indebtedness then secured by any liens or encumbrances superior hereto on such real estate, whichever is smaller, and to be payable to the Mortgagee as its interest may appear; (d) Mortgagor will deliver the policy or a certificate evidencing said insurance to the Mortgagee and will allow Mortgagee possession of the same; (e) In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee. Mortgagor authorizes and empowers Mortgagee as attorney in-fact for Mortgagor to adjust and compromise any claim under any such insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, to endorse and deposit any insurance checks or drafts payable to Mortgagor, and to deduct therefrom Mortgagee's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 4 shall require Mortgagee to incur any expense or take any action hereunder, nor prevent the Mortgagee from asserting any independent claim or action versus any such insurance carrier in its own name.
- 5. If the Mortgagor shall fail to make any payment or to obtain any insurance, service or materials necessary for the performance of any of Mortgagor's covenants above set forth; then the Mortgagoe at its option may do so, and its expenditures for any such purpose shall be added to and become part of the indebtedness hereby secured. Any amount so added shall, from the date of payment thereof by the Mortgagoe, bear interest at the rate of interest set forth in the indebtedness.
- 6. Unless required by applicable law or unless Mortgagee has otherwise agreed in writing. Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this instrument was executed. Mortgagor shall not initiate or acquiesce to a change in the zoning classification of the Property without Mortgagee's prior written consent.
- 7. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property at all reasonable times and access thereto shall be permitted for that purpose by the Mortgagor.
- 8. Mortgagor shall not sell or transfer all or any part of said Property, grant an option to purchase the same, lease the Property, sell the same by contract, transfer occupancy or possession of the Property, nor sell or assign any beneficial interest or power of direction in any land trust which holds title to the Property without the prior written consent of the Mortgagee.
- 9. The Mortgagee at its option may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of the Mortgagor. No such extension, reduction, renewal or release shall effect 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 Mortgager to the Mortgagee. No delay by the Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the mortgage is in default hereunder and no failure of the Mortgagee to exercise any of his rights because of one default shall preclude the exercise thereof for a subsequent default. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.
- 10. This Mortgage shall be governed and enforced by the laws of the State of Indiana except where the Mortgagee by reason of a law of the United States or a regulation or ruling promulgated by an agency supervising the Mortgagee is permitted to have or enforce certain provisions in this Mortgage then in that event the Mortgagee may elect to have those provisions of this Mortgage enforced in accordance with the laws of the United States. In the event that any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor is interpreted so that any charge provided for in this Mortgage, whether considered separately or together with other charges levied in connection with this Mortgage, violates such law, and Mortgagor is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation? For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor has been violated, all indebtedness which is secured by this Mortgage or evidenced by the Agreement and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Agreement:
- set forth in this Mortgage or other instruments signed in conjunction with the indebtedness this Mortgage secured, or if Mortgagor should abandon the aforesaid property, or if said real estate of any part thereof should be attached, levied upon or seized, or if the Mortgagor should become bankrupt or insolvent or make any assignment for the benefit of creditors, or if a receiver should be appointed for the Mortgagor, then the entire indebtedness aforesaid shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and the real estate shall be subject to foreclosure of this mortgage; and the Mortgagee if it elects to foreclose the same shall become entitled to the immediate possession of the aforesaid property together with the rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisement laws and Mortgagor will pay all costs and attorneys' fees incurred by Mortgagee in the enforcement of the terms of this Mortgage.
- 12:(i) The word "Mortgagor" as used herein shall include all persons executing this mortgage and the word "Mortgagee" shall mean the plural and the plural shall mean the singular and the use of any gender shall be applicable to all genders; (ii) Any forebearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law or equity, shall not be a waiver of or preclude the exercise of any such right or remedy; (iii) Each remedy provided for in this Mortgage is distinct and cumulative to all other rights and remedies under this Mortgage or afforded by applicable law or equity, and may be exercised concurrently, independently or successively in any order whatsoever; (iv) That no change, amendment or modification of this Mortgage shall be valid unless in writing and signed by the Mortgagor and Mortgagee or their respective successors and assigns.