ness of the Mortgagor(s), which is secured hereby, and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments or into the necessity of such repairs, and to exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any instalments when due, or if the Mortgagor(s) shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagor(s) herein contained be incorrect or if the Mortgagor(s) shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at the Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagor(s) shall pay all costs, including reasonable attorney's fees, expenses of receivership and any additional expenses which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage and in the event of foreclosure of this mortgage, Mortgagor(s) will pay to Mortgagee, in addition to taxable costs, a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of the Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

STATE OF Illinois
COUNTY OF Cook } SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of May 19 88

personally appeared Juan Miramontes

and acknowledged the execution of the above and foregoing mortgage.

Witness my Signature and Seal

Notary Public My Commission Expires 8/19/90

"OFFICIAL SEAL"
DEBRA LEE SANDERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/19/90

IN WITNESS WHEREOF, said Mortgagor(s) hereunto set hand and seal the day and year first above written

Juan Miramontes (Seal)
Mortgagor
Juan Miramontes

(Seal)
Mortgagor

(Seal)
Mortgagor

(Seal)
Mortgagor

---

988315992465

**ASSIGNMENT OF MORTGAGE**

FOR VALUABLE CONSIDERATION, Mortgagee hereby sells, assigns and transfers the within MORTGAGE to Calumet National Bank, 5231 Hohman Avenue, Hammond, Indiana 46320.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of July 19 88

ATTEST: J. E. PIERCE BUILDERS, INC.
Mortgagee

By: Kelly A Slattery Secretary (Title) By: John A. Pyritz Vice President (Title)

STATE OF ILLINOIS
COUNTY OF COOK } SS:

Before me, a Notary Public, in and for said County and State, this 18th day of July, 19 88

personally appeared the above named Kelly A. Slattery as Secretary

and John A. Pyritz as Vice President, of J.E. PIERCE BUILDERS, INC.

to me well known, and acknowledged the above and foregoing assignment.

WITNESS my hand and notarial seal this 18th day of July 19 88

Notary Public

My Commission Expires:

"OFFICIAL SEAL"
DEBRA LEE SANDERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/19/90

CALUMET NATIONAL BANK
P.O. BOX 69
HAMMOND, IN 46325
INSTALMENT LOAN DEPT.

THIS INSTRUMENT PREPARED BY: LAWRENCE H. STENGEL, VICE PRESIDENT-MANAGER

992464

FOR 988315
SEE DOC.

LILLIAN A. BLASTICK
RECORDER, LAKE COUNTY
CROWN POINT, INDIANA 46307
LAKE COUNTY
FILED FOR RECORD

AUG 15 2 01 PM '88

LILLIAN A. BLASTICK
RECORDER, LAKE COUNTY
CROWN POINT, INDIANA

JUL 22 11 05 AM '88