094133

REAL ESTATE MORTGAGE

PHILLIP D. FELLING AND

THIS INDENTURE WITNESSETH That, JEANINE FELLING, HUSBAND AND WIFE. the "Mortgagor" of LAKE

SERVICES, INC. of MERRILLVILLE

2028 W. 81st AVI County, Indiana, mortgage(s) and warrant(s) to BANCIONE FINANCIAL Inty, Indiana, mortgagees, and working, desorber, real festing in Indiana, the "Mortgagees" the following desorber, real festing in

LAKE

County, Indiana, to-wit:

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P. M., IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT IN THE SOUTHERLY LINE OF CHARLES WIRTH ROAD DISTANT 545 FEET EASTERLY, AS MEASURED ALONG SAID SOUTHERLY LINE OF CHARLES WIRTH ROAD, FROM ITS INTERSECTION WITH THE WESTERLY LINE OF GRACE STREET; THENCE EASTERLY, ALONG SAID SOUTHERLY ROAD LINE, 145.2 FEET; THENCE SOUTHERLY, BY RECTANGULAR MEASUREMENT, 300 FEET, MORE OR LESS, TO CADY MARSH DITCH; THENCE WESTERLY ALONG SAID DITCH, 145.2 FEET; THENCE NORTHERLY, 300 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 72.6 FEET THEREOF.

MORE COMMONLY KNOWN AS: 3440 Wirth Road, Highland, IN 46322

器 STATE

Document is

TOGETHER with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures, and improvements now or hereafter belonging, appertaining, attached to or used in connection therewith (hereinafter referred to as the "Mortgaged Premises") and all the rents, issues, income and prefits thereoke County Recorder!

This mortgage is given to secure the performance of the provisions hereof and the payment of one promissory Note from Mortgagor to Mortgagee dated ____APRIL: 04 in the amount of \$ principal together with interest as provided therein and maturing on

APRIL And also to secure the payment of any renewals, modifications or extensions of the said indebtedness

Mortgagor covenants and agrees with Mortgagor will pay the indebtedness as hereinbefore provided including paying any deficiency hereunder without; relief from valuation and appraisement laws; keep the improvements on the property insured against loss or damage by fire and such other risks customarily covered by fire and extended coverage insurance in amounts as may be required from time to time by Mortgagee and procured from an insurance company chosen by Mortgagor and acceptable to Mortgagee; observe and perform all covenants, terms and conditions of any prior mortgage or any lease if this mortgage is on a leasehold; keep the Mortgaged Premises in good repair; promptly pay all taxes, assessments, and legal charges against said property, insurance premiums, installments of principal and interest on any prior mortgage, and, to the extent permitted by law, reasonable attorney's fees and court costs which actually are expended in the enforcement of defense of the terms of this mortgage or the lien hereof or of any other instrument evidencing or securing the loan plus fees paid public officers for filling, recording and releasing this mortgage or any other instrument securing this loan, and in the event of default in any payment the Mortgagee may pay the same and the Mortgages shall repay to the Mortgagee the amount so paid together with interest at the highest rats provided for in the note secured hereby not to exceed the highest amount permitted by law, and all sums so paid will be secured by this mortgage; no improvements whall be taken to the appointment of a receiver in any action to foreclose, then default being made in the payment of any of the installments heretofore specified on the due date thereof, or upon default in any of the terms, covenants or conditions of this mortgage or of the note secured hereby, or in the event Mortgagor shall abandon the Mortgaged Premises, die, become bankrupt or insolvent, or make an assignment for the benefit of creditors, or in the event of sale or transfer of the premises by the Mortgager without the consent in writing of the Mortgagee, or if waste shall be committed or permitted, or should any action or proceedings be filled in any court to enforce any lien on, claim against, or interest in the above described real estate, then the entire unpaid balance shall immediately become due and payable at the option of the Mortgagee, and payment may be enforced by the foreclosure of the mortgage shall enfo Mortgaged Premises in good repair; promptly pay all taxes, assessments, and legal charges against said property, insurance premiums, installments of principal and

to Montgages, provided that Montgages shall remit to Montgagor such surplus, if any, as remains after the insurance or condemnation proceeds have been applied, at Mortgagee's sole discretion, to the restoration of the Mortgaged Premises or to the satisfaction of all indebtedness secured by this Mortgage. All such policies of insurance and all abstracts of title or title insurance policies covering the Mortgaged Premises shall, at Mortgagee's request, be delivered to and retained by Mortgagee until the indebtedness secured hereby is fully paid.

Any forbearance by Mortgagee in exercising any right or remedy hereunder, under the note or otherwise afforded by applicable law, shall not be a waiver of or preclude the subsequent exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforcing by law or equity, and may be exercised

concurrently, independently or successively.

Mortgagor includes each person executing this instrument if more than one, his heirs, successors and assigns and Mortgagoe includes its successors, assigns and IN WITNESS WHEREOF, the mortgagor, and each of them, has hereunto set his

(Seal)

(Seal)

STATE OF INDIANA, COUNTY OF LAKE

SS:

Before me, a Notary Public in and for said County and State personally appeared the above HILLIP FELLING AND and acknowledged the execution of the foregoing Mortgage. JEANINE FELLING, HUSBAND AND WIFE.

Witness my hand and Notarial Seal this

04TH day of

, 19 90

Tomasze

Notary Public

My Commission Expires:

05/22/92

My County of Residence:

Lake

Karen A. Doffin THIS INSTRUMENT WAS PREPARED BY Nancy J. Gargula, Attorney at Law, and completed by

Form No. 13 Rev. 12/89