

095281

MORTGAGE

(INDIANA)

445898 LP

6000 Metropolitan Life Ins. Co. 11.50
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Cedmond, As 46375-0069

THIS MORTGAGE, made the

30TH day of

MARCH, 1990

between JOSEF FISCHER

of Monsey of the County of Rockland, New York, and State of New York, hereinafter called the first party, and the METROPOLITAN LIFE INSURANCE COMPANY, a body corporate, existing under and by virtue of the laws of the State of New York, and having its principal office at 1 Madison Avenue, New York, N. Y., hereinafter called the second party.

Witnesseth: That whereas the first party is justly indebted to the second party, the Metropolitan Life Insurance Company, for money borrowed in the sum of SIX HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100-----Dollars (\$658,750.00-----), to secure the

payment of which the first party has executed one principal Promissory Note of even date herewith, payable in instalments, the final instalment due January 1, 2000, said Note is executed by the first party and bears interest after maturity at the rate of 15 percent per annum together with attorney's fees, and is made payable to the order of the second party, Metropolitan Life Insurance Company, at its principal office, in New York, N. Y., or at such place as the holder thereof may from time to time designate in writing (both principal and interest payable in lawful money of the United States, which shall be legal tender for the payment of all debts and dues, public and private, at the time of payment.

Now, Therefore, This Indenture Witnesseth: That the first party, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said Promissory Note herein mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations, and agreements herein contained does by these presents, mortgage and warrant unto the second party, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Lake, and State of Indiana, to wit:

PARCEL 1: The Southeast quarter of the southwest quarter; that part of the west half of the southwest quarter lying southeasterly of the Brown Levee Ditch and south of the east and west ditch; that part of the west half of the southeast quarter lying south of the east and west ditch; all in Section 4, Township 32 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana.

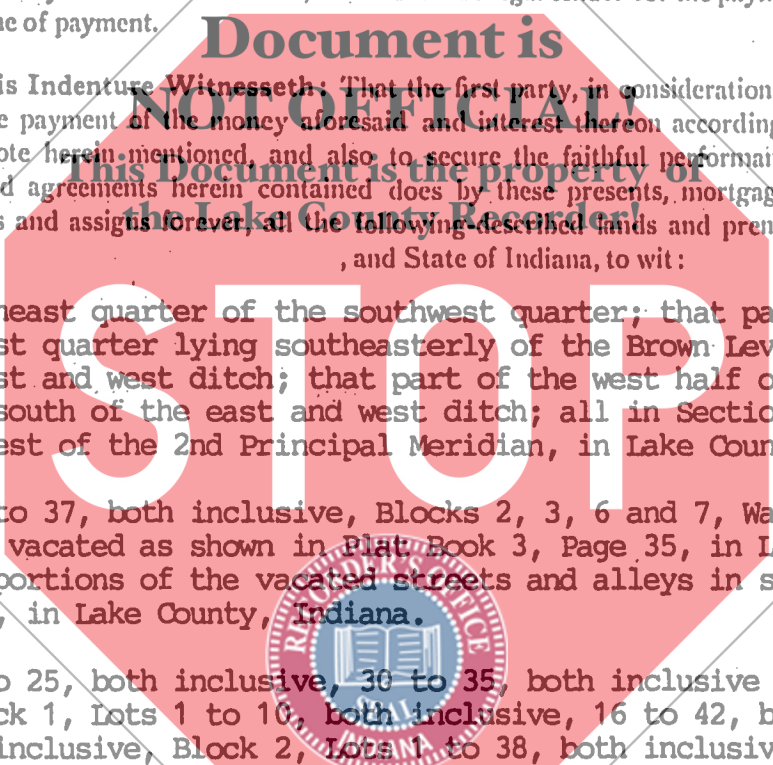
PARCEL 2: Lots 12 to 37, both inclusive, Blocks 2, 3, 6 and 7, Washington Park Addition, now vacated as shown in Plat Book 3, Page 35, in Lake County, Indiana, and those portions of the vacated streets and alleys in said subdivision adjoining said lots, in Lake County, Indiana.

PARCEL 3: Lots 1 to 25, both inclusive, 30 to 35, both inclusive and 42 to 61, both inclusive, Block 1, Lots 1 to 10, both inclusive, 16 to 42, both inclusive and 44 to 48, both inclusive, Block 2, Lots 1 to 38, both inclusive, Block 3, Lots 1 to 26, both inclusive, Block 4, Lots 1 to 14, both inclusive, Block 5, and lots 1 to 5, both inclusive, Block 6, Riverside Addition to Riverside, now vacated as shown in Plat Book 3, Page 67, and those portions of the vacated streets and alleys in said Subdivision adjoining said lots, in Lake County, Indiana.

PARCEL 4: Lots 11 to 15, both inclusive, Block 2, Riverside Addition to Riverside now vacated as shown in Plat Book 3, Page 67, and those portions of the vacated streets and alleys in said subdivision adjoining said lots, in Lake County, Indiana.

PARCEL 5: That part of Lot 4, Block 2, lying South of the center of the ditch and Lots 5 to 11, both inclusive, Block 2, Lots 38 to 44, both inclusive, block 2, and that part of Lot 45, Block 2, South of the ditch; that part of Lot 4, Block 3 lying South of the center of the ditch; and Lots 5 to 11, both inclusive, block 3, Lots 38 to 44, both inclusive, block 3 and that part of Lot 45, Block 3, South of the Ditch, Lots 5 to 11, both inclusive, block 6, and Lots 38 to 45, both inclusive, Block 6, Lots 4 to 11, both inclusive, block 7, and Lots 38 to 45, both inclusive, block 7, all in Washington Park Addition, now vacated as shown in Plat Book 3, page 35, and those portions of the vacated streets and alleys in said subdivision adjoining said lots, in Lake County, Indiana.

PARCEL 6: All that part of the west half of Section 9, Township 32 North, Range 7 West of the 2nd Principal Meridian, lying south of the thread of the old bed of the Kankakee River as designated on the Original Plat of U. S. Government Survey, EXCEPTING THEREFROM that portion thereof lying South and east of the thread of the Marble-Powers Ditch, in Lake County, Indiana.



CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

STATE OF INDIANA, S.S. NO. _____
LAKE COUNTY, INDIANA
FILED _____

APR 16 10 07 AM '90
ROSEVILLE

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OK

PARCEL 7: That part of the northeast quarter of Section 17, Township 32 North, Range 7 West of the 2nd Principal Meridian, lying south of the thread of the old bed of the Kankakee River, as designated on the Original Plat of U. S. Government Survey, EXCEPTING THEREFROM, that part thereof lying south and east of the thread of the Marble-Powers Ditch, in Lake County, Indiana.

PARCEL 8: That part of the East half of Section 8, township 32 North, Range 7 West of the 2nd Principal Meridian, lying southeasterly of the Brown Levee Ditch, EXCEPT that part lying south of the thread of the original Kankakee River, in Lake County, Indiana, and EXCEPT THEREFROM the following:

Commencing at the northeast corner of said Section 8; thence South 0 degrees East, 3066.0 feet along the east line of said Section 8, to the Point of beginning; thence continuing South 0 degrees east along said east line, 250.0 feet; thence south 90 degrees west 350.0 feet; thence north 0 degrees west 250.0 feet; thence south 90 degrees east, 350.0 feet to the point of beginning, in Lake County, Indiana.

PARCEL 9: That part of Section 9, Township 32 North, Range 7 West of the 2nd Principal Meridian, lying northwesterly of the Marble Powers Ditch EXCEPT the east 12 acres of Government Lot 3 and EXCEPT that part lying south of the thread of the original Kankakee River and EXCEPT that part of the Southeast quarter of the Northwest quarter and the east half of the southwest quarter of the northwest quarter lying southwesterly of the abandoned right of way of the Chicago Wabash Valley Railway Company, in Lake County, Indiana, EXCEPT THEREFROM the following:

Commencing at the Northwest corner of said Section 9; thence south 0 degrees east along the west line of said Section 9, 2202.0 feet to the point of beginning; thence continuing south 0 degrees east along said west line 236.0 feet; thence south 90 degrees east, 380.0 feet; thence north 0 degrees west, 230.0 feet; thence north 90 degrees west, 380.0 feet to the point of beginning, in Lake County, Indiana.

PARCEL 10: Part of the east 12 acres of Government Lot No. 3 in Section 9,

Together with all and singular, the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

If any action or proceeding be commenced by any person other than the second party, to which action or proceeding the second party is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the second party for the expense of any such litigation to prosecute or defend the rights and lien created by this mortgage, including reasonable counsel fees, shall be paid by the first party, together with interest thereon at the rate of 15 percent per annum, and any such sum and interest shall be a lien on said premises prior to any right, title or interest in or claim upon the premises attaching or accruing subsequent to the lien of this mortgage, and shall be added to the principal amount intended to be secured by this mortgage and the accompanying note. Condemnation and bankruptcy proceedings are included in the foregoing. All homestead exemption rights under state or federal law are waived.

The taking of any additional security, execution of partial release of the security, release of any person liable for payment of the indebtedness, or any extension of the time of payment of the indebtedness or renewal thereof shall not diminish the force, effect or lien of this instrument and shall not affect or impair the liability of any maker, surety or endorser for the payment of said indebtedness; that the party of the second part shall have the right to release with or without consideration of credit on the indebtedness hereby secured, any part of the property herein described by adequate legal instrument without regard to the existence of any junior encumbrance and without the consent of such junior encumbrancer, and such release shall have no further effect upon the rank, lien or estate conveyed hereby or against the party of the second part than is therein expressed.

As additional and collateral security for the payment of the Note and indebtedness hereinbefore described, the said party of the first part hereby assigns to the said party of the second part, its successors or assigns, all the profits, revenues, royalties, rights, and benefits accruing to them under all oil, gas, or mineral leases on said premises. This assignment to terminate and become null and void upon release of this Mortgage.

And, the first party expressly agrees to pay the said Note promptly as it becomes due, and to pay all taxes and assessments against said premises when they become due; and the first party agrees to keep the buildings upon the herein-described real estate insured in some solvent incorporated insurance company satisfactory to the second party for their insurable value, for the benefit of the second party herein or its assigns, so long as the debt hereby secured shall remain unpaid, and make the policy of insurance payable to the second party or its assigns, as collateral security for the debt hereby secured, and on failure so to do the second party or its assigns may procure such insurance and pay the premium for the same, and such payment shall become a part of the mortgage debt as hereinafter provided.

And, the first party further agrees to pay, when the same become due, all taxes which may be assessed by authority of the State of Indiana or of the United States of America upon the herein-described land, premises, or property; or upon the interest of the owner of the Note hereby secured; or upon said Note or the money secured by this Mortgage, without regard to any law heretofore enacted or that may hereafter be enacted, imposing payment of the whole or any part thereof by the owners of the Note hereby secured. Upon violation of this undertaking or the passage of a law by the State of Indiana or by the United States of America imposing payment of the whole or any portion of any taxes aforesaid upon the owner of the said Note, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the first party as herein provided to pay any tax or taxes is legally inoperative, then and in any such event the debt before mentioned without any deduction shall, at the option of the owner of said Note, become immediately due and collectible, notwithstanding anything contained in said Note or this Mortgage, or any law that may hereafter be enacted.

And, it is further provided and agreed by and between the parties hereto that if the first party shall cut and saw timber or otherwise commit waste, or shall sell or dispose of any merchantable timber without the written consent of the second party, or if default shall be made in the payment of said Note or interest thereon, or any part thereof when due; or if the taxes or any assessment on said premises are not fully paid within the time allowed for payment by law; or upon failure on the part of the first party to pay the taxes or assessments, if any there be, upon the loan secured by this Mortgage or upon the holder thereof on account thereof, and insurance premiums as heretofore mentioned, then in such case, or in any of such cases, the whole of said principal and interest thereon shall, at the option of the second party or assigns, immediately become due and payable and this Mortgage may be foreclosed at any time after such default, but the omission of the second party or assigns to exercise this option at any time or times shall not prevent the second party from the exercise thereof at any subsequent default or defaults of the first party in payments as aforesaid; and it shall not be necessary for the second party or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by the first party.

And, it is further agreed that the second party or assigns may, at its or their option, pay taxes, assessments, and insurance premiums on the failure of the first party to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of 15 percent per annum from the date of payment shall be a part of the debt secured by this Mortgage, and collectible under it; and the second party or assigns shall, at its or their option, be entitled to be subrogated to any lien, claim, or demand paid or discharged with the money loaned and advanced by the second party and secured by this Mortgage. And the second party, or its assigns, may pay and discharge any liens that may exist against the herein-described real estate that may be prior and senior to the lien of this Mortgage; and the money so paid shall become a part of the lien of this Mortgage and bear interest at the rate of 15 percent per annum from the date of any such payment.

In case of foreclosure the second party, or assigns, shall be entitled to have a Receiver appointed by the court having jurisdiction in such matters, who shall enter and take possession of the premises, operate the same, collect the rents and profits thereon, and apply the same as the court may direct.

It is expressly agreed that all sums of money herein named, including attorney's fees, shall be payable without any relief whatever from all valuation or appraisal laws.

If all or any part of the mortgaged property be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the mortgagee in its sole discretion may determine in writing are hereby assigned and shall be paid to the mortgagee and applied to the payment of the mortgage indebtedness.

In the event that the mortgaged premises, or any portion thereof or any interest therein, be sold or conveyed or become subject to an agreement to sell or convey prior to the time the indebtedness secured hereby shall have been paid in full, then the entire indebtedness secured by this mortgage shall at the option of the mortgagee become due and payable.

Plural or singular words used herein to designate the undersigned, the parties of the first part, shall be construed to refer to the maker or makers of this Mortgage, whether one or more persons, or a corporation; and all covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors, and assigns of the undersigned, and every option, right, and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of its successors and assigns.

In Witness Whereof, the said first party has hereunto set his hand and seal on the day and year first herein written.



Josef Fischer [SEAL]
JOSEF FISCHER

..... [SEAL]

..... [SEAL]

STATE OF ~~INDIANA~~ NEW YORK }
COUNTY OF Rockland } ss.

..... [SEAL]

in and for said County and State personally appeared JOSEF FISCHER

Before me, the undersigned, a Notary Public

and severally acknowledged the execution of the above and foregoing Mortgage to be his free and voluntary act and deed, for the uses and purposes herein named.

I hereby certify that I am not an officer of Metropolitan Life Insurance Company.

Witness my hand and notarial seal this 30 day of MARCH, 1990

My commission expires

My county of residence is

OTTO STERN
Notary Public, State of New York
No. 44-3839550 Rockland County
Term Expires March 30, 1990
JUNE

This instrument was prepared by Richard B. Kleinknecht, Attorney

RELEASE OF MORTGAGE

THIS MORTGAGE to Metropolitan Life Insurance Company, of New York, New York, recorded in the Recorder's Office of Lake County, Indiana, in Book _____, Page _____, has been fully paid and satisfied and the same is hereby released in the name of

JOSEF FISCHER.

In Witness Whereof, Metropolitan Life Insurance Company has caused these presents to be signed by its Vice-President and its corporate seal to be hereto affixed, this _____ day of _____, 19____

METROPOLITAN LIFE INSURANCE COMPANY

By: _____
Vice-President

STATE OF KANSAS }
COUNTY OF JOHNSON } ss.

Before me, a Notary Public, this _____ day of _____, 19____, personally appeared the Metropolitan Life Insurance Company, by _____, its Vice-President, and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal the day and year first above written.

Notary Public



MORTGAGE
(INDIANA)

No. _____

JOSEF FISCHER

to
METROPOLITAN LIFE
INSURANCE COMPANY

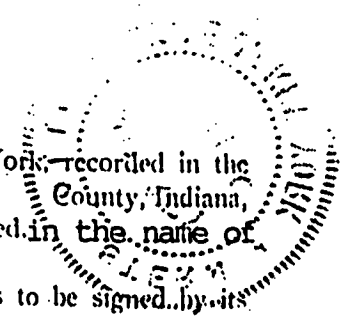
Received for Record this _____ day of _____, 19____ at _____ o'clock _____ in Mortgage Record _____ pages _____ of Lake _____ County, Indiana.

Recorder of Lake _____ County, Indiana.

Metropolitan Life Insurance Company
Agricultural Investments
East-Central Branch Office

P. O. Box 69
Richmond, Ind. 47375

RELEASE OF MORTGAGE



THIS MORTGAGE to Metropolitan Life Insurance Company, of New York, New York, recorded in the Recorder's Office of Lake County, Indiana, in Book _____, Page _____, has been fully paid and satisfied and the same is hereby released in the name of

JOSEF FISCHER.

In Witness Whereof, Metropolitan Life Insurance Company has caused these presents to be signed by its Vice-President and its corporate seal to be hereto affixed, this _____ day of _____, 19 _____

METROPOLITAN LIFE INSURANCE COMPANY

By: _____
Vice-President

STATE OF KANSAS }
COUNTY OF JOHNSON } ss.

Before me, a Notary Public, this _____ day of _____, 19 _____, personally appeared the Metropolitan Life Insurance Company, by _____ Vice-President, and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal the day and year first above written.

Notary Public



MORTGAGE
(INDIANA)

No. _____

JOSEF FISCHER

to

METROPOLITAN LIFE
INSURANCE COMPANY

Received for Record this

day of

at _____ o'clock

in Mortgage Record

pages

of Lake

County, Indiana.

Recorder of Lake

County, Indiana.

Metropolitan Life Insurance Company

Agricultural Investments

East-Central Branch Office

P. O. Box 69

Richmond, Ind. 47375

Township 32 North, Range 7 West lying North of the Marble Powers Ditch EXCEPT that part lying south of the thread of the original Kankakee River, in Lake County, Indiana, EXCEPTING from said Parcels 8, 9 and 10 the following described tracts:

(a) A parcel of land in the east half of Section 8, Township 32 North, Range 7 West of the 2nd P.M., in Lake County, Indiana, described as follows:

Commencing at the northeast corner of said Section 8; thence south 1 degree 25 minutes 41 seconds West along the east line of said east half, 802.0 feet to the point of beginning; thence continuing south 1 degree 25 minutes 41 seconds west along said east line 2264.0 feet; thence north 88 degrees 34 minutes 19 seconds west, 350.0 feet; thence south 1 degree 25 minutes 41 seconds west 250.0 feet; thence south 88 degrees 34 minutes 19 seconds east, 350.0 feet to said east line; thence south 1 degree 25 minutes 41 seconds west along said east line, 91.95 feet; thence north 89 degrees 15 minutes 20 seconds west, 2640 feet more or less, to the west line of said east half; thence north along said west line, 800 feet, more or less, to the centerline of the Brown Levee Ditch; thence northeasterly along the centerline of said Brown Levee Ditch, 3750 feet, more or less, to the centerline of existing Randolph Street Bridge; thence southeasterly along the centerline of existing Randolph Street, 490 feet, more or less, to the point of beginning.

(b) A parcel of land in Section 9, Township 32 North, Range 7 West of the 2nd P.M., in Lake County, Indiana, described as follows:

Commencing at the northwest corner of said Section 9; thence south 1 degree 25 minutes 41 seconds west along the west line of said section 9, 872.0 feet to the point of beginning; thence continuing south 1 degree 25 minutes 41 seconds West along said west line, 1330.0 feet; thence south 88 degrees 34 minutes 19 seconds east, 380.0 feet; thence south 1 degree 25 minutes, 41 seconds west, 230.0 feet; thence north 88 degrees 34 minutes 19 seconds west, 380.0 feet to said west line; thence south 1 degree 25 minutes 41 seconds west along said west line, 1747.7 feet; thence south 89 degrees 23 minutes 54 seconds east along the centerline of an existing Ditch, 1443.06 feet; thence continuing along said centerline of the following metes and bounds; South 73 degrees 06 minutes 32 seconds east, 377.83 feet; thence north 87 degrees 03 minutes 04 seconds east, 292.73 feet; thence south 68 degrees 08 minutes 16 seconds east, 272.41 feet; thence south 53 degrees 39 minutes 08 seconds east, 390 feet, more or less, to the centerline of the Marble-Powers Ditch; thence northeasterly along said centerline to the intersection with a line in the right-of-way of the Chicago Wabash Valley Railway Company; thence north 45 degrees 27 minutes 58 seconds west along said line, 410 feet, more or less, to an iron rod; thence north 53 degrees 23 minutes 02 seconds West, 437.82 feet to an iron rod; thence north 60 degrees 30 minutes 21 seconds west, 457.60 feet to an iron rod; thence continuing north 60 degrees 30 minutes 21 seconds west, 32 feet, more or less, to the south line of the northwest quarter of said Section 9, thence west along said south line, 2054 feet, more or less, to the west line of the east half of the southwest quarter of the northwest quarter of said Section 9; thence north along said west line, 1330 feet, more or less, to the centerline of an existing Ditch; thence north 46 degrees 05 minutes 07 seconds west along said centerline, 999 feet, more or less, to the point of beginning.

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PARCEL A: A parcel of land in the east half of Section 8, township 32 North Range 7 West of the 2nd P.M., described as follows:

Commencing at the northeast corner of said Section 8; thence south 1 degree 25 minutes 41 seconds west along the east line of said east half, 802.0 feet to the point of beginning; thence continuing south 1 degree 25 minutes 41 seconds west along said east line 2264.0 feet; thence north 88 degrees 34 minutes 19 seconds west 350.0 feet; thence south 1 degree 25 minutes 41 seconds west 250.0 feet, thence south 88 degrees 34 minutes 19 seconds east, 350.0 feet to said east line; thence south 1 degree 25 minutes 41 seconds west along said east line, 91.95 feet, thence north 89 degrees 15 minutes 20 seconds west, 2640 feet, more or less, to the west line of said east half; thence north along said west line, 800 feet, more or less, to the centerline of the Brown Levee Ditch; thence northeasterly along the centerline of said Brown Levee Ditch, 3750 feet, more or less, to the centerline of existing Randolph Street Bridge; thence southeasterly along the centerline of existing Randolph Street, 490 feet, more or less to the point of beginning.

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PARCEL B: A parcel of land in Section 9, Township 32 North, Range 7 West of the 2nd P.M., described as follows:

Commencing at the northwest corner of said Section 9; thence south 1 degree 25 minutes 41 seconds west along the west line of said Section 9, 872.0 feet to the point of beginning; thence continuing south 1 degree 25 minutes 41 seconds west along said West line, 1330.0 feet; thence south 88 degrees 34 minutes 19 seconds east, 380.0 feet; thence south 1 degree 25 minutes 41 seconds west 230.0 feet; thence north 88 degrees 34 minutes 19 seconds west 380.0 feet to said west line; thence south 1 degree 25 minutes 41 seconds west along said west line 1747.7 feet; thence south 89 degrees 23 minutes 54 seconds east along the centerline of an existing ditch, 1443.06 feet; thence continuing along said centerline the following metes and bounds; South 73 degrees 06 minutes 32 seconds east, 377.83 feet; thence north 87 degrees 03 minutes 04 seconds east, 292.73 feet; thence south 68 degrees 08 minutes 16 seconds east 272.41 feet, thence south 53 degrees 39 minutes 08 seconds east, 390 feet, more or less, to the centerline of the Marble-Powers ditch; thence northeasterly along said centerline to the intersection with a line in the Right-of-Way of the Chicago Wabash Valley Railway Company; thence north 45 degrees 27 minutes 58 seconds west along said line 410 feet, more or less to an iron rod; thence north 53 degrees 23 minutes 02 seconds west, 437.82 feet to an iron rod; thence north 60 degrees 30 minutes 21 seconds west, 457.60 feet to an iron rod; thence continuing north 60 degrees 30 minutes 21 seconds west, 32 feet, more or less, to the south line of the northwest quarter of said Section 9; thence west along said south line, 2054 feet, more or less to the west line of the east half of the southwest quarter of the northwest quarter of said Section 9; thence north along said west line, 1330 feet, more or less, to the centerline of an existing Ditch; thence north 46 degrees 05 minutes 07 seconds west along said centerline 999 feet, more or less, to the point of beginning.

This mortgage is given to secure a deferred Purchase Money Note, which represents funds advanced by mortgagee to pay for the balance of the purchase price paid to the grantor for said land and is to be deemed given for the purchase price and the continuation of the original vendor's lien on said premises.

