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LAWYERS TITLE INS. CORP.
ONE PROFESSIONAL CENTER
SUITE 215
CROWN POINT, IN 46306

MAR 5 1990

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PAGE 1 OF 5 PAGES
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SITE LOAN MORTGAGE

STATE OF INDIANA)
COUNTY OF LAKE)

THIS INDENTURE made and entered into this 4th day of January 19 90

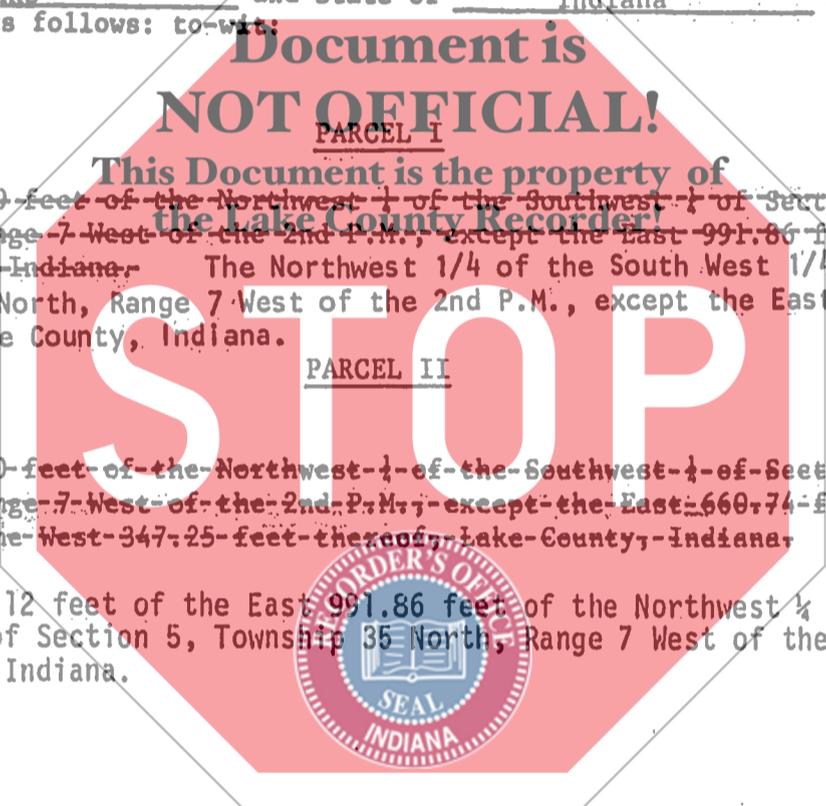
by and between the SUNNYSIDE BAPTIST CHURCH, INC.

078211

954 State Street, Hobart, IN 46342

county of Lake and state of Indiana party of the first part, and the Home Mission Board of the Southern Baptist Convention, a corporation of the County of Fulton and State of Georgia, party of the second part:

Witnesseth, that the said party of the first part, for and in consideration of the Sum of Ten Dollars to it in hand paid by the party of the second part at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, as well as for the purpose of the better securing the debt hereinafter mentioned, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all the following described real estate, together with the improvements and equipment thereon, situated, lying and being in the county of Lake and state of Indiana and more particularly described as follows: to-wit:



~~The South 450 feet of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 35 North, Range 7 West of the 2nd P.M., except the East 991.86 feet thereof, Lake County, Indiana. The Northwest 1/4 of the South West 1/4 of Section 5, Township 35 North, Range 7 West of the 2nd P.M., except the East 991.86 feet thereof, Lake County, Indiana.~~

~~The South 450 feet of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 35 North, Range 7 West of the 2nd P.M., except the East 660.74 feet thereof and except the West 347.25 feet thereof, Lake County, Indiana.~~

The West 331.12 feet of the East 991.86 feet of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 35 North, Range 7 West of the 2nd P.M. Lake County, Indiana.

STATE OF INDIANA/S.S. NO. LAKE COUNTY FILED FOR RECORD JAN 25 9 57 AM '90 ROBERT REORDER

STATE OF INDIANA/S.S. NO. LAKE COUNTY FILED FOR RECORD JAN 8 9 06 AM '90 APR 19 9 02 AM '90 ROBERT REORDER

***** THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT PARCEL I of the LEGAL DESCRIPTION *****

This instrument is being re-recorded to correct the legal description Parcel II.

To have and to hold the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of it the said party of the second part, its successors and assigns, forever in fee simple.

The first party hereby covenants and represents that it is lawfully seized of said property, is in peaceable possession of same, and that it is unincumbered.

12.00
HOOBY
HOOBY

It is agreed that in the event the party of the first part shall fail to keep, observe and carry out and execute in every particular the obligations, stipulations, conditions and covenants set out in this instrument and in said note or notes, which note with all of the obligations, stipulations and conditions and covenants and agreements therein, are incorporated as a part of this instrument, it shall be and is here by made the option of the second party or holders of said note or notes, to declare all of the indebtedness secured by this instrument to be due and payable at once.

And should the said party of the first part fail to pay any of the interest payments above specified when due, or any of said principal notes when the same shall become due or should the first party suffer or allow any state or county or municipal tax or assessment against said property to become delinquent, the holder of said above notes or any of them shall have the right at his option to declare all of said unpaid principal notes at once due and collectible and the right of action on the same, for principal, interest, attorney's fees and costs of collection shall at once accrue.

The party of the first part furthermore covenants and agrees that in case the debt hereby secured shall not be paid when it becomes due by maturity in due course or by reason of any default, as above provided, the party of the second part may sell as described property at public auction before the courthouse door in the county where said property is located, to the highest bidder for cash, first giving four weeks' notice of the time, terms and place of sale by advertising once a week in a newspaper of general circulation in the county where said land is located, all other notice being hereby waived by the party of the first part, PROVIDED, HOWEVER, that if by the law of the state of its exercise, the power of sale, notwithstanding the provisions above set forth, must be exercised in a different manner or place of sale, or pursuant to a different period or form of advertisement, or advertisement in a different gazette, the power of sale herein granted may be exercised by compliance with the law of the state in such cases made and provided in respect of such particulars; and the second party is hereby empowered upon such sale to execute and deliver to the purchaser at said sale a good and sufficient conveyance of said property in fee simple which said conveyance shall contain a recital as to the happening or default upon which execution of the power to sell herein granted depends. And the said party of the first part hereby constitutes the party of the second part its attorney in fact to make such sale, and conveyance and recital or recitals; and the party of the first part hereby covenants and agrees that the recitals so made in such deed by the second part shall be binding and conclusive upon the party of the first part, its successors and assigns. And the conveyance so made by the party of the second part shall be effectual to bar all equity of redemption of the said party of the first part, or its successors in interest, in and to the said premises. The said party of the second part shall collect the proceeds of said sale, and have reserved therefrom the entire amount of principal and interest due, together with the amount of taxes, assessments theretofore paid by the second party, together with legal rate of interest thereon from date of such payment, together with all costs and expense of sale and ten percent upon the aggregate amount due for compensation to the attorneys representing the said party of the second part. And any surplus remaining after the payment of these sums shall be paid over to the party of the first part, its successors or assigns.

And it is expressly agreed that appraisal is hereby waived.

And the party of the second part, its successors or assigns, may purchase at said sale, and execute and deliver to itself conveyance as therein provided as though it was a stranger to this instrument. And the party of the first part covenants and agrees that the powers of attorney hereinbefore and after stipulated, together with all of the powers of this instrument set out and delegated to the second party are powers coupled with an interest and are revocable, and that said powers may be by the second party assigned and delegated and redelegated by said second party and shall apply equally to its successors and assigns; and that any purchaser or holder of said note may and shall at his option, by the fact of purchase or holding, become possessed of all the powers and authority herein set forth and conferred upon the said party of the second part.

The foregoing provisions however are cumulative of the remedies allowed and provided by law; and in the event the party of the second part or its successors or assignees, institutes any proceeding in any court to enforce its rights the party of the first part covenants and agrees to pay ten percent of principal and interest as attorney's fees, in addition.

It is further agreed that in the event the said party of the first part fails to pay any state or county or municipal tax or assessment against said property before the same becomes delinquent, the party of the second part, its successors or assigns, may at its option pay such tax or assessment, and said sum or sums so paid shall become a part of the debt hereby secured; and the receipt of the proper tax or assessment officer shall be conclusive between the parties hereto of the amount, validity and fact of such payment. And the sum or sums so paid shall bear the legal rate of interest from the date of such payment, and said sum or sums together with interest, shall be included in and made a part of any judgement upon foreclosure of this mortgage, or charged against the first party in case of sale of said property under the powers granted in this instrument, as above set forth.

Now if the said party of the first part shall well and truly pay unto the said party of the second part, its successors or assigns, the said sum of money above mentioned, together with interest, at the times and in the manner above mentioned, and shall well and truly keep all of the covenants and stipulations above set forth, according to the true intent and meaning thereof, then these presents and the estate hereby granted, shall cease, determine and be null and void; otherwise the same shall remain of full force and effect.

If this mortgage deed is executed by or on behalf of an unincorporated church, by Trustees and/or Deacons and/or other representatives, its execution is intended, and shall be construed as, the act and deed of said church, and of said Trustees and/or Deacons and/or other representatives, in their representative capacity as such, for and on behalf of said Church.

This instrument, as well as the Note above mentioned is executed by virtue of a resolution passed by said church, the party of the first part, at a conference duly held on the 9th day of August 1988, which resolution is of record upon the minutes of the church.

In Witness Whereof the party of the first part has hereunto set its hand and affixed its seal by its proper officers thereunto duly authorized, this 4th day of January 1988.

Signed, sealed and delivered SUNNYSIDE BAPTIST CHURCH, INC. (Seal)
in the presence of (Name of Church)

By Richard P. Jurca (Seal)
RICHARD P. JURCA

By E. Jay Hutchinson, Sr. (Seal)
E. JAY HUTCHINSON, SR.

By Samuel G. Kitchen (Seal)
SAMUEL G. KITCHEN

By Lawrence E. Knox (Seal)
LAWRENCE E. KNOX

By Timothy D. Thomas (Seal)
TIMOTHY D. THOMAS

By Benny R. Knox (Seal)
BENNY R. KNOX

By _____ (Seal)

Add Probate or Acknowledgment

NOTICE
THIS MORTGAGE MUST BE EXECUTED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE LAND IS SITUATED. THIS SHOULD BE DONE MOST CAREFULLY: PREFERABLY UNDER THE DIRECTION OF A LAWYER. IF THE CHURCH IS INCORPORATED ITS CORPORATE SEAL SHOULD BE AFFIXED AND THE TITLE OF THE OFFICERS SIGNING FOR THE CORPORATION SHOULD BE SHOWN.
PROPER FORM OF ACKNOWLEDGMENT SHOULD BE USED WHETHER FOR A CORPORATION OR AN UNINCORPORATED ASSOCIATION.

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 4th day of January, 1988, personally appeared:

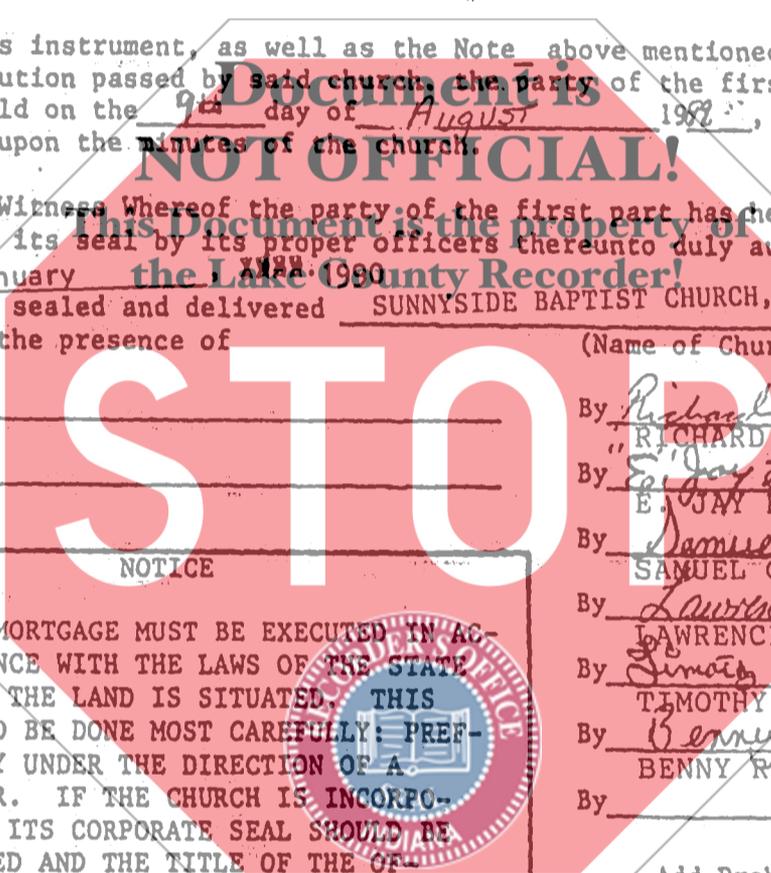
Trustee's of Sunnyside Baptist Church
and acknowledged the execution of the foregoing mortgage. IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal.

My Commission Expires:
9-17-93

Resident of Lake County

Andrea A. Widlowski
Notary Public Andrea A Widlowski

PRINTED NAME



Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STOP

TO

Record Entry

HOME MISSION BOARD OF THE SOUTHERN BAPTIST CONVENTION
 1350 Spring Street, NW
 Atlanta, Georgia 30367

Recorder's Office
 SEAL
 INDIANA

Real Estate Mortgage

SITE LOAN MORTGAGE