BANK ONE BANK ONE, MERRI		P. A	allx. De	Min Torbia
Meridyan Incident	096172	CORPORATE ,	1000 8	n Marvellala, fwir Torbia. Soth P. Mirr.
	NEX	L ESTATE MORTGAGE	TNO Am T	dan = 0
TUIS INDENTURE MITHE	SSEIM, MAI <u>INI-CO</u>	UNTY DEVELOPMENT CO.	., ING., An Ind	iana Corporatio
of Lake	County, State of Ir	ndiana, whether one or more t	nerein called Mortgage	NORTGAGES AND
RANTS TO BANK ONE, MERI Mortgagee, the following desc	RILLVILLE, NA with an of	ffice located at 1000 East 801	th Place. Merriliville, t	ndiana, hereafter calle
Lot 34 in Somerse	t, in the Town of	Munster, as per pla	at thereof, rec	orded in Plat
Book 68, page 12,	in the Office of	the Recorder of Lal	ke County, Indi	ana
together with all buildings, imp	rovements, appurtenance	es, and fixtures attached, ere	ected or used in conne	ection with the real est
hereafter acquired, attached, e	rected, appurtenant or us	ed in connection with the real	estate, and together w	rith all rents, issues, inc
profits, rights, privileges, intere				
April 6.	to secure: (a) the payr	ment of Mortgagors Promi mount of <u>THIRTY FIVE TI</u>	ssory Note payable	to the Mortgagee
			HOUSAND EIGHT N	(\$ 35.800.0
with a final payment due and pa	ayable on <u>Octo</u>	ber 3, 1990		together with in
and any extensions or renewa agreements, promises, paymer	als thereof and likewise to	o secure the performance b	y the Mortagaar of al	l of Modernoes sous
he Mortgagor in conjunction wi	ith the indebtednes <mark>s secu</mark>	red by this mortgage, (b) in ad	lote it secures, or any : Idition, this mortgage i	OINOT INSTRUMENTS SIGN S Given to secure any a
he Mortgagor in conjunction wi other indebtedness or liabilities hem, fointly or savorally inclu-	(except loans subject to	the Federal Truth in Lending	ct) of Mortgagors to N	Aortgagee or either or
hem, jointly or severally, inclu primary or secondary, or conting	uchi. Which may de existir	nd authis time or may be creat	lad at an it time in the fi	utura whatharar nate
O. OL OL IIIM SMITH CIASS AS THE S	CONCUIC CHOI SACHIAN DAIL	BID BDD WRAIDALALAN COOLL	and bu additional as dis	ferent collateral, and (
ther debt referring to this Mort	Q2Qe. Phis Docum	nent is the nrone	rtv ot	•
The Mortgagor for himself, h s successors and assigns as fo	ollows: the Lake	e County Record	er:	agrees with said Mortg
1. That the Real Estate mor	tgage hereby is free, clea	ar, and unencumbered excep	ot as to (a) real estate	taxes not yet due. (b)
asements, covenants, and res	trictions of record, (c) Rea	al Estate Mortgage, dated	None	
fortgagor to which mortgage is not in default	and has an unnald balan	nce of \$	tne original amount of	5
	and has air oripaid barar		(g)/offier	
				_
2. In the event this mortgage	is subject to a mortgage	set out in the paragraph abov	e, or any other mortga	ge or encumbrance ar
	A IS IN COTOLIS OF IC TOPOCI			•
moi monaade of encombranc	es shall become immedia	nead linon, then of the online	of the Mericana All	a Mantagaa and tha N
lotes or indebtedness it secur oreclose this Mortgage; all with	out any notice or demand	osed upon, then at the option ately due and payable in full d whatsoever.	n of the Mortgagee this and further that the N	s Mortgage and the N Jortgagee may immed
Not mortgage of encumbrance lottes or indebtedness it securoreclose this Mortgage; all with 3. Mortgagor covenants that	out any notice or demand Mortgagor is lawfully seiz	osed upon, then at the option ately due and payable in full d whatsoayer, zed of the estate hereby cony	n of the Mortgagee this and further that the N	is Mortgage and the N Mortgagee may immed to mortgage, grant o
Not mortgage of encumbrance lotes or indebtedness it secur- preciose this Mortgage; all with 3. Mortgagor covenants that and assign the Property, and the ubject to any liens, easements.	es shall become immedia nout any notice or demand Mortgagor is lawfully seiz Mortgagor will warrant Covenants, conditions ar	osed upon, then at the option at the option at the day and payable in full d whatsoever, zed of the estate hereby convert defend generally the title at restrictions of record listed	of the Mortgagee this and further that the A reyed and has the right to the Property again	is Mortgage and the N Mortgagee may immed to mortgage, grant, constall claims and dom
Not mortgage of encumbrance lotes or indebtedness it secur- preciose this Mortgage; all with 3. Mortgagor covenants that and assign the Property, and the ubject to any liens, easements.	es shall become immedia nout any notice or demand Mortgagor is lawfully seiz Mortgagor will warrant Covenants, conditions ar	osed upon, then at the option at the option at the day and payable in full d whatsoever, zed of the estate hereby convert defend generally the title at restrictions of record listed	of the Mortgagee this and further that the A reyed and has the right to the Property again	is Mortgage and the N Mortgagee may immed to mortgage, grant, constall claims and dom
Not mortgage of encombrance with the control of the	es shall become immedia nout any notice or demand Mortgagor is lawfully seiz e Mortgagor will warrant covenants, conditions ar lagee's interest in the Pro-	osed upon, then at the option at the option at the day and payable in full d whatsoever, zed of the estate hereby convert defend generally the title at restrictions of record listed	of the Mortgagee thi and further that the M eyed and has the right to the Property again in a schedule of excep	is Mortgage and the N Nortgagee may immed to mortgage, grant, c nst all claims and dem otions to coverage in a
Not mortgage or encumbrance lotes or indebtedness it secur- preciose this Mortgage; all with 3. Mortgagor covenants that and assign the Property, and the ubject to any liens, easements, asurance policy insuring Mortg S IN WITNESS WHEREOR this	os shall become immedia nout any notice or demand Mortgagor is lawfully seiz e Mortgagor will warrant covenants, conditions an lagee's interest in the Pro- SEE REVERSE SIDE FO s Mortgage has been exec	osed upon, then at the option ately due and payable in full d whatsoever, zed of the estate hereby convend defend generally the title advectictions of record listed party.	eyed and has the right to the Property again in a schedule of exceptions	s Mortgage and the N fortgagee may immed to mortgage, grant, c nst all claims and dem otions to coverage in a
In WITNESS WHEREOF, into the day of a part 1.1	Mortgagor is lawfully seize Mortgagor will warrant covenants, conditions an agee's interest in the Prosent Reverse SIDE FOR Mortgage has been executed and the prosent successions are provided by the prosent successions and the prosent successions are provided by the prosent successions and the prosent successions are provided by the provide	osed upon, then at the option ately due and payable in full d whatsoever, zed of the estate hereby convend defend generally the title advestrictions of record listed party. CR ADDITIONAL TERMS Acuted by the Mortgagor on the	eyed and has the right to the Property again in a schedule of exceptions CONDITIONS 6th	s Mortgage and the N fortgagee may immed to mortgage, grant, c nst all claims and dem otions to coverage in a
Interest to the control of the contr	Mortgagor is lawfully seize Mortgagor will warrant covenants, conditions an agee's interest in the Prosent Reverse SIDE FOR Mortgage has been executed and the prosent successions are provided by the prosent successions and the prosent successions are provided by the prosent successions and the prosent successions are provided by the provide	osed upon, then at the option ately due and payable in full d whatsoever, zed of the estate hereby convend defend generally the title advestrictions of record listed party. CR ADDITIONAL TERMS Acuted by the Mortgagor on the An Indiana Corporate	eyed and has the right to the Property again in a schedule of exception of the Property against the AND CONDITIONS To be the Property against the AND CONDITIONS To be the Property against the Prop	s Mortgage and the Nortgagee may immediate to mortgage, grant, const all claims and demotions to coverage in an ROBERT RO
lotes or indebtedness it securioreclose this Mortgage; all with 3. Mortgagor covenants that 3. Mortgagor covenants that nd assign the Property, and the ubject to any liens; easements, isurance policy insuring Mortg SIN WITNESS WHEREOF, this ay of APCL1	es shall become immedia nout any notice or demand Mortgagor is lawfully seiz the Mortgagor will warrant covenants, conditions an lague's interest in the Pro- SEE REVERSE SIDE FO S Mortgage has been execu- ty 90 PMENT/CO., INC.,	osed upon, then at the option ately due and payable in full d whatsoever. zed of the estate hereby convent of veterior generally the title advestrictions of record listed perity. PR ADDITIONAL TERMS Acuted by the Mortgagor on the An Indiana Corporations. By:	eyed and has the right to the Property again in a schedule of exception of the Property against the CONDITIONS of the Property against	s Mortgage and the N fortgagee may immed t to mortgage, grant, c nst all claims and dem otions to coverage in an ROBERT LAKE
otes or indebtedness it secunivectose this Mortgage; all with 3. Mortgagor covenants that a dassign the Property, and the ubject to any liens, easements surance policy insuring Mortg SIN WITNESS WHEREOR this ay of April	es shall become immedia nout any notice or demand Mortgagor is lawfully seiz the Mortgagor will warrant covenants, conditions an lague's interest in the Pro- SEE REVERSE SIDE FO S Mortgage has been execu- ty 90 PMENT/CO., INC.,	osed upon, then at the option ately due and payable in full d whatsoever. zed of the estate hereby convent of veterior generally the title advestrictions of record listed perity. PR ADDITIONAL TERMS Acuted by the Mortgagor on the An Indiana Corporations. By:	eyed and has the right to the Property again in a schedule of exception of the Property against the AND CONDITIONS To be the Property against the AND CONDITIONS To be the Property against the Prop	s Mortgage and the Nortgagee may immediate to mortgage, grant, const all claims and demotions to coverage in an analysis of the North Actions to coverage in an analysis of th
totes or indebtedness it securioreclose this Mortgage; all with 3. Mortgagor covenants that a sasign the Property, and the property of the pro	as shall become immedia nout any notice or demand Mortgagor is lawfully seize Mortgagor will warrant covenants, conditions and lagee's interest in the Pro- SEE REVERSE SIDE FO SMortgage has been executed MENTY CO., INC.,	ately due and payable in full d whatsoever. zed of the estale hereby convend defend generally the title advestrictions of record listed party. BR ADDITIONAL TERMS Acuted by the Mortgagor on the By Jack Barriotte and Land Corporate By Jack Barriotte and Land Land Corporate By Jack Barriotte and Land Land Land Land Land Land Land	eyed and has the right to the Property again in a schedule of exception of the Property against a schedule of exception of the	s Mortgage and the Nortgagee may immediate to mortgage, grant, const all claims and demotions to coverage in an ROBERT CONTROLOGICAL STREET CONTROLOGICA STREET CONTROLOGICAL STREET CONTROLOGICA STREET CONTROLOGICA STREE
otes or indebtedness it securioreclose this Mortgage; all with 3. Mortgagor covenants that a sasign the Property, and the property of the prop	as shall become immediance and any notice or demand Mortgagor is lawfully seize Mortgagor will warrant covenants, conditions an lague's interest in the Prose Mortgage has been executed by 90. PMENT CO., INC., indent	osed upon, then at the option ately due and payable in full d whatsoever. zed of the estate hereby convent of veterior generally the title advestrictions of record listed perity. PR ADDITIONAL TERMS Acuted by the Mortgagor on the An Indiana Corporations. By:	eyed and has the right to the Property again in a schedule of exception of the Property against a schedule of exception of the	s Mortgage and the Nortgagee may immediate to mortgage, grant, const all claims and demotions to coverage in an ROBERT CONTROLOGICAL STREET CONTROLOGICA STREET CONTROLOGICAL STREET CONTROLOGICA STREET CONTROLOGICA STREE
Incompage of encumbrance lotes or indebtedness it secur- preclose this Mortgage; all with a secur- a. Mortgagor covenants that a sasign the Property, and the property of the	as shall become immedia nout any notice or demand Mortgagor is lawfully seize Mortgagor will warrant covenants, conditions and lagee's interest in the Pro- SEE REVERSE SIDE FO SMortgage has been executed MENTY CO., INC.,	ately due and payable in full d whatsoever. zed of the estale hereby convend defend generally the title advestrictions of record listed party. BR ADDITIONAL TERMS Acuted by the Mortgagor on the By Jack Barriotte and Land Corporate By Jack Barriotte and Land Land Corporate By Jack Barriotte and Land Land Land Land Land Land Land	eyed and has the right to the Property again in a schedule of exception of the Property against a schedule of exception of the	s Mortgage and the Nortgagee may immediate to mortgage, grant, const all claims and demotions to coverage in an actions to coverage in an action of the North Action o
John Davids, Pres: TATE OF INDIANA OUNTY OF LAKE	Mortgagor is lawfully seize Mortgagor is lawfully seize Mortgagor will warrant covenants, conditions ar lague's interest in the Prosent Reverse SIDE FOR SMORTGAGE HAS been executed by 19 90. PMENT CO., INC., MACCONDICT.	ately due and payable in full d whatsoever. zed of the estale hereby convend defend generally the title advestrictions of record listed perty. BR ADDITIONAL TERMS Acuted by the Mortgagor on the By Jack Districtions of the By Jack Districtions of the Mortgagor on the By Corporate Mortgagor	eyed and has the right to the Property again in a schedule of exception of the Property against a schedule of exception of the	s Mortgage and the Nortgage may immediate may implement the majority majority may implement the majority major
John Davids, Presidents Of Indiana Davids, President Of Indiana Ountry Of Lake	Mortgagor is lawfully seize Mortgagor is lawfully seize Mortgagor will warrant covenants, conditions ar lagge is interest in the Prose Mortgage has been executed by Section 1990. PMENT CO., INC., I	ately due and payable in full d whatsoever. zed of the estale hereby convend defend generally the title advestrictions of record listed perty. BR ADDITIONAL TERMS Acuted by the Mortgagor on the By Jack Districtions of the By Jack Districtions of the Mortgagor on the By Corporate Mortgagor	eyed and has the right to the Property again in a schedule of exception of the Property against a schedule of exception of the	s Mortgage and the Nortgagee may immediate may immediate to mortgage, grant, const all claims and demotions to coverage in an accordance with the North Accordance in accordance with the North Accordance in accordance with the North Accordance in accordance in accordance with the North Accordance in accorda
John Davids, Pres: TATE OF INDIANA TATE OF INDIANA TATE OF INDIANA OUNTY OF LAKE I, Syltate John Davids, Syltate, do hereby certify that Lake	ACKNOWLEDGM ACKNOWLEDGM ACKNOWLEDGM SS: Lvia Torbica John Davids Jack Davids Journal of Mored and of Mortgagor is lawfully seize in Mortgagor will warrant warrant in the Property of Mortgagor will warrant in the Property of Mortgagor	ately due and payable in full dwhatsoever. zed of the estate hereby converted of the estate	eyed and has the right to the Property again in a schedule of exception and conditions for the Property against the AND CONDITIONS for the Property against	s Mortgage and the Nortgage may immedit to mortgage, grant, const all claims and demotions to coverage in an Nortgage with the Nortgage in an Nortgage in
John Davids, President of horeout of the property of the prope	Mortgagor is lawfully seize Mortgagor is lawfully seize Mortgagor will warrant covenants, conditions ar lagge is interest in the Prose See Reverse Side For See Mortgage has been exert in the Prose See Side No. 1900 Ment in the Prose	end upon, then at the option ately due and payable in full dwhatsoever. Zed of the estate hereby converted of the estate he	eyed and has the right to the Property again in a schedule of exception as the right to the Property against a schedule of exception as the right to the Property against a schedule of exception as the right to the Property against a schedule of exception as the right to the Property against a schedule of exception as the right to the right t	s Mortgage and the Nortgage may immediate may improve may immediate may improve may immediate may immediat
John Davids, President of horeout of the property of the prope	ACKNOWLEDGM SS: Lvia Torbica John Davids Jack Davids Jack Davids sthe same persons whose	end by the Mortgagor on the An Indiana Corporate By Jack Discontinuous Secretary/Tree NT CO., INC., An Inc.	eyed and has the right to the Property again in a schedule of exception and further that the Market and further th	s Mortgage and the Nortgagee may immediate to mortgage, grant, constall claims and demotions to coverage in an accordance with the North Accordance
John Davids, President of the Monty of Lake John Davids, President, do hereby certify that	ACKNOWLEDGM ACKNOWLEDGM SS: Lvia Torbica John Davids Jack Davids sthe same persons whose 19 90 in the same persons whose	end Secretary/Trong and Se	eyed and has the right to the Property again in a schedule of exception as the right to the Property against a schedule of exception as the right to the Property against a schedule of exception as the right to the Property against a schedule of exception as the right to the Property against a schedule of exception as the right to the right t	s Mortgage and the Nortgagee may immediate may improve may impro
John Davids, Pres: John Davids, Pres: ATE OF INDIANA OUNTY OF LAKE I, Syltate, do hereby certify that John Davids Pres: John Davids Pres: Jay of April Tri-County Develor John Davids Pres: John Davids Pres: John Davids Pres: Jay of April Tri-County Develor John Davids Pres: John Davids Pres: John Davids Pres: Jay of April Tri-County Develor Jay of April De	ACKNOWLEDGM SS: Lvia Torbica John Davids Jack Davids Jack Davids Jack Davids John Davids Jack Davids	end by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A CUTED TO THE ADDITIONA	eyed and has the right to the Property again in a schedule of exception as the Property against a Notary Publication of the Property against a schedule of exception as the Property against a schedule of exception and the Property against a schedule of exception as the Property against a schedule of exception and the Property against a schedule of exception as the Property against a schedule of exception and the Property against a schedule of exception as the Property against a schedule of exception and the Property against a schedule of exception and the Property against a schedule of exception as the Property against a schedule of exception and	s Mortgage and the Nortgagee may immed to to mortgage, grant, const all claims and demotions to coverage in an ROBERT STAND THE TOWN TOWN TO THE TOWN TOWN TO THE TOWN TOWN TOWN TO THE TOWN TOWN TOWN TOWN TOWN TOWN TOWN TOWN
In WITNESS WHEREOF, this ay of April TATE OF INDIANA OUNTY OF LAKE I, Syltate, do hereby certify that present the corresponding to the property of the county of April TRI-COUNTY DEVELOR TRI-COUNTY DEVELOR TRI-COUNTY DEVELOR TRI-COUNTY DEVELOR TRI-COUNTY DEVELOR TRI-COUNTY DEVELOR TRI-COUNTY OF LAKE I, Syltate, do hereby certify that Present the corresponding mortgage of the corresponding mortgage of the corresponding to the	ACKNOWLEDGM SS: LVIA TOTBICA John Davids Jack Davids Jack Davids Sident COUNTY DEVELOPME The and caused the corpora oration, as their free and rooses therein set forth.	end by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A Cuted by the Mortgagor on the ADDITIONAL TERMS A CUTED TO THE ADDITIONA	eyed and has the right to the Property again in a schedule of exception as the Property against a Notary Publication of the Property against a schedule of exception as the Property against a schedule of exception and the Property against a schedule of exception as the Property against a schedule of exception and the Property against a schedule of exception as the Property against a schedule of exception and the Property against a schedule of exception as the Property against a schedule of exception and the Property against a schedule of exception and the Property against a schedule of exception as the Property against a schedule of exception and	s Mortgage and the Nortgagee may immed to to mortgage, grant, const all claims and demotions to coverage in an ROBERT STAND THE TOWN TOWN TO THE TOWN TOWN TO THE TOWN TOWN TOWN TO THE TOWN TOWN TOWN TOWN TOWN TOWN TOWN TOWN
John Davids, President of the Country of Lake I, Sylitate, do hereby certify that TATE OF INDIANA OUNTY OF LAKE I, Sylitate, do hereby certify that President of the property of the Country of April Identify of April Indian Property of TRI- Country of Lake I, Sylitate, do hereby certify that President of the property of the Country of April Indian Property of TRI- Country of Lake I, Sylitate, do hereby certify that President of the property of the Country of C	ACKNOWLEDGMI SS: Lvia Torbica John Davids Jack Davids sident Jack Davids steen same persons whose or poses therein set forth. seal.	enames are subscribed to the person, and severally acknowledge and sev	eyed and has the right to the Property again in a schedule of exception as chedule of exception as the free and volument of the chedule of exception as the free and volument of the chedule of the chedule of the chedule of the chedule of exception as the free and volument of the chedule of the chedule of the chedule of the chedule of exception as the chedule of exc	s Mortgage and the Nortgagee may immediate to mortgage, grant, constall claims and demotions to coverage in an experience of the state
John Davids, President of the Country of Lake I, Sylitate, do hereby certify that TATE OF INDIANA OUNTY OF LAKE I, Sylitate, do hereby certify that President of the property of the Country of April Identify of April Indian Property of TRI- Country of Lake I, Sylitate, do hereby certify that President of the property of the Country of April Indian Property of TRI- Country of Lake I, Sylitate, do hereby certify that President of the property of the Country of C	ACKNOWLEDGMI SS: Lvia Torbica John Davids Jack Davids sident Jack Davids steen same persons whose or poses therein set forth. seal.	en and Secretary/Trong and Secretary/Trong and Secretary/Trong and seal of the corporation to be person, and severally acknow the seal of the corporation to be it voluntary act and deed and sey in the corporation to be it	eyed and has the right to the Property again in a schedule of exception as the Property against a schedule of exception as the Property against a schedule of exception as the Property against a Notary Publication of the Property against the free and volument of the Property against the free and volument against the free agains	s Mortgage and the Nortgagee may immediate to mortgage, grant, constall claims and demotions to coverage in an experience of the state
John Davids, President of horse of the property of the propert	ACKNOWLEDGMI SS: Lvia Torbica John Davids Jack Davids sident Jack Davids steen same persons whose or poses therein set forth. seal.	enames are subscribed to the person, and severally acknowledge and sev	eyed and has the right to the Property again in a schedule of exception as the Property against a schedule of exception as the Property against a schedule of exception as the Property against a Notary Publication of the Property against the free and volument of the Property against the free and volument against the free agains	s Mortgage and the Nortgagee may immediate to mortgage, grant, constall claims and demotions to coverage in an experience of the state

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 Mortgager. 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.
- 11. If there is a default in the payments of any indebtedness hereby secured or in the performance of any of the Mortgagor's covenants 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 its respective successors and assigns. The singular 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.