

Real Estate Mortgage Open-End

096345

INB National Bank, n.w. 437 South Street P.O. Box 780 Lafayette, Indiana 47902



INB

This Indenture witnesseth that James E. Galati & Joan M. Galati of Cook County, State of Illinois, (herein jointly and severally referred to as "Mortgagors") hereby mortgage and warrant to INB National Bank, Northwest, a national banking association having its principal place of business in Lafayette, Indiana ("Bank"), the real estate, located in the County of Lake, State of Indiana, the legal description of which is set forth on the reverse side hereof together with all improvements now or hereafter situated on the mortgaged premises or used in connection therewith and all rights, privileges, interest, easements, hereditaments and appurtenances thereunto belonging or in any way pertaining thereto, and all fixtures and appliances now or subsequently attached to or used in connection with the mortgaged premises, and the rents, issues, income and profits of the mortgaged premises.

This Mortgage is given to secure the payment of the amounts now due or which may become due under a Signature Reserve® open end credit account in the name of James E. Galati & Joan M. Galati, including any modifications, amendments, extensions, or increases in credit limits.

The Bank, at its option, may extend the time of payment of any part or all of the indebtedness secured hereby, reduce the payments thereon or accept a renewal note or notes therefor, without the consent of any junior lienholder and no such extension, reduction or renewal shall impair the lien or priority of this Mortgage, nor release, discharge or effect the personal liability of the Mortgagors to the Bank.

Mortgagors, jointly and severally, warrant that they are the owners in fee simple of the mortgaged premises and covenant and agree with the Bank not to permit any lien of mechanics or materialmen to attach to mortgaged premises; to keep the mortgaged premises in good repair and to pay all taxes and assessments levied or assessed against the mortgaged premises as the same become due; and if required by the Bank, to keep any buildings on the mortgaged premises insured against loss by fire and windstorm and such other hazards as the Bank may require from time to time in an amount equal to or in excess of the unpaid balance of the indebtedness secured hereby and the amount of all prior indebtedness secured by the mortgaged premises, all such policies to be in companies acceptable to the Bank and to contain a Loss Payable Clause in favor of the Bank at its interest may appear.

Upon failure of Mortgagors so to do, the Bank may (but shall not be obligated to) make repairs to, pay any tax assessment levied against, pay or discharge any lien or encumbrance to, or procure and/or maintain in effect insurance with respect to the mortgaged premises; and all sums so paid shall, with interest at the rate provided in the notes, become a part of the indebtedness secured hereby.

Upon default of any payment provided for in the agreement secured by this Mortgage, or upon failure to perform any of the terms and conditions of this Mortgage, or if Mortgagors shall abandon the mortgaged premises or be adjudged bankrupt, then in any such event the entire indebtedness secured hereby shall, at the option of the Bank, become immediately due and payable without notice, and the Bank shall have the right immediately to foreclose this Mortgage. No failure to exercise any right hereunder shall preclude the exercise thereof in the event of a subsequent default.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, personal representatives, successors and assigns of the parties to this Mortgage.

Whenever required herein by the context, the plural shall be regarded as and shall mean the singular and the singular shall be regarded as and shall mean the plural.

In witness whereof, the undersigned have hereunto set their hands and seals this 13th day of April, 1990.

Mortgagors: James E. Galati, Joan M. Galati. State of Indiana, County of Lake. SS:



STATE OF INDIANA, S.S. NO. LAKE COUNTY FILED FOR RECORD APR 20 1 45 PM '90 ROBERT J. O'BRIEN RECORDER

Before me, a Notary Public in and for said County and State, personally appeared James E. Galati & Joan M. Galati, and acknowledged and executed the above and foregoing as a voluntary act and deed.

Witness my hand and Notarial Seal this 13th day of April, 1990.

Notary Public Sheila M. Carey Printed Sheila M. Carey

My commission Expires 11/14/92 My County of Residence Lake

This Instrument Prepared by Dennis R. White RCN 403030

Handwritten initials and numbers.

Legal Description of Mortgaged Premises

Part of the Southeast ¼ of the Southwest ¼ of Section 23, Township 33 North, Range 9 West of the 2nd Principal Meridian, in the Town of Lowell, Lake County, Indiana described as follows: Commencing at a point on the North line of Lot 1, of Clark's Addition to Lowell, the plat of which is recorded in Miscellaneous Record "A" page 413, produced Westerly 309.58 feet Westerly from the Northwest corner of said Lot 1, thence South parallel to the East line of the Southwest quarter of said Section 23, a distance of 200.76 feet to a point, thence Easterly South 88° and 12' East 59 feet to a point 204.64 feet South of said North line of Lot 1 produced Westerly, thence North 16.0 feet, thence East parallel to the North line of said Lot 1, produced West, and along the North line of the present located alley 30 feet, thence North 188.64 feet to the North line of said Lot 1 produced West, thence Westerly on the said North line of Lot 1 produced West 89 feet to the place of beginning. Commencing at a point 220.58 feet west of the Northwest corner of Lot 1 of Clark's Addition to Lowell, Indiana, on the North line of said lot produced West from the said Northwest corner of said Lot 1, and being also at a point south 88° 2' West 220.58 feet from the Northwest corner of said Lot 1, thence run South 128.7 feet to South line of a brick building, thence run East about 6.5 inches to include the West half of the West wall of the said brick building, said West wall supposed to be about 13 inches in width, thence run North along the center line of said wall and to the same continued North to the said North line of said Lot 1 of said Clark's Addition produced West, thence West to the place of beginning.



Mortgage Dated April 13, 1990

Mortgagors

James E. Galati
James E. Galati
Joan M. Galati
Joan M. Galati