

113707 P-3254/3

#5-5000 CHICAGO TITLE INSURANCE COMPANY VALPARAISO OFFICE

R-61054 90-04890 Ret to: J-OTIC Valpo. 850 4

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REAL ESTATE MORTGAGE

550 PAGE 263

THIS INDENTURE WITNESSETH, That WILLIAM BLAIR, ALSO KNOWN AS WILLIAM G. BLAIR AND COLLEEN BLAIR,
ALSO KNOWN AS COLLEEN S. BLAIR, HUSBAND AND WIFE
of PORTER County, in the state of INDIANA
the mortgagors, MORTGAGE AND WARRANT TO: CHESTERTON STATE BANK

ST OF IND
PORTER COUNTY
FILED FOR RECORD
hereinafter called
'90 APR -2 P1:19

109 BROADWAY, CHESTERTON, IN 46304
of Porter County, Indiana, hereinafter called the mortgagee, the following described real estate in Porter County, Indiana, to-wit:

LINDA MICHAEL
RECORDER

SEE ATTACHED SHEETS

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION
LATE COUNTY
FILED FOR RECORD
APR 23 10 13 AM '90
ROBERT J. ST. PIERRE
RECORDER

together with all of the rights, privileges, appurtenances and improvements thereunto appertaining and belonging and together with the rents, issues and profits thereof.

TO SECURE THE PAYMENT when the same shall become due of any and all existing notes of the mortgagors, or either of them, and all existing indebtedness and liabilities of the mortgagors, or either of them, in favor of the mortgagee, and of any and all promissory notes which are concurrently herewith or may be hereafter during a period of 15 years from this date executed by the mortgagors, or either of them, in favor of the mortgagee and to secure any and all other indebtedness and direct or contingent liabilities of the mortgagors, or either of them, concurrently or hereafter incurred by the mortgagors, or either of them, in favor of the mortgagee, or acquired by the mortgage against either or both of the mortgagors.

The mortgagee agrees to advance by way of a loan, or loans, to the mortgagors, or either of them, during such 15 year period such sum, or sums, of money as the mortgagors, or either of them, may request, upon such terms as to maturity and interest rate as the mortgagee shall fix and approve, provided such loans are in accordance with sound banking practices and existing laws and regulations of the State of Indiana pertaining thereto and qualify as sound investments for the mortgagee when requested and provided further that the total principal debt outstanding hereunder shall not exceed \$ 700,000.00 at any one time.

Whenever requested, mortgagors agree to furnish mortgagee with a current, certified, accurate and complete financial statement.

It is covenanted and agreed that this mortgage shall be a continuing security for all such indebtedness and liabilities and for any sum, or sums, advanced by the mortgagee as aforesaid, and it is expressly agreed that any note, or notes, executed hereunder may be paid in whole or in part and thereafter subsequent and further advances may be made and new notes executed and this mortgage shall at all times secure the payment of any and all of such advances and notes and any and all renewals and extensions thereof, and any and all additional notes executed according to the terms hereof, along with any and all other indebtedness and/or liability of the mortgagors, or either of them, to the mortgagee. In the event the whole or any part of any one of the notes secured hereby or any interest thereon is not paid at maturity or any indebtedness or liability secured hereby is not paid or discharged when due, or in the event the mortgagors breach or fail to promptly or faithfully perform any one of their covenants herein contained, then all notes and debts and liabilities hereby secured shall, at the option of the mortgagee, and without notice, become immediately due and payable and, thereupon, this mortgage may be immediately foreclosed for the collection of all notes, indebtedness and liabilities hereby secured.

The mortgagors agree to pay all reasonable attorney's fees and other expenses of the mortgagee for the collection of any indebtedness, liabilities or notes hereby secured or incurred by the mortgagee in protecting or enforcing the security of this mortgage, either with or without suit.

THE MORTGAGORS FURTHER EXPRESSLY AGREE AND CONVENANT AS FOLLOWS:

- (1) To pay the note, or notes, and the debts and liabilities secured hereby promptly as it or they become due, and to pay all interest and attorney's fees according to the terms of said note, or notes;
- (2) To pay all taxes, assessments, and impositions levied and imposed upon the real estate above described and the improvements thereon as the same become due and payable and within ten (10) days after any of such taxes, assessments or impositions, or any installments thereof, shall be due and payable, to furnish and exhibit to the Cashier of the mortgagee valid receipts evidencing such payments and, failing so to do, the mortgagee may pay the same and the money so paid by the mortgagee shall become a part of the debt secured by and collectible under this mortgage;
- (3) To keep all buildings and improvements now on or hereafter erected upon said real estate and all equipment attached thereto insured against loss or damage by fire, lightning, windstorm, tornado, cyclone and hail and war damage in some responsible insurance company satisfactory to the mortgagee and in no event less than the full debt from time to time secured by this mortgage, with proper and sufficient mortgage or loss payable clauses upon each of the policies of such insurance in form satisfactory to the mortgagee, payable to the mortgagee as its interests may appear under this mortgage and the note, or notes, secured hereby, and to deliver to and leave in the possession of the mortgagee any and all such policies of insurance as issued, with receipts showing the payment of the full premium, or premiums, on such policies, and, failing so to do, the mortgagee may procure and pay for such insurance and the amounts so paid shall become a part of the debt secured by and collectible under this mortgage;
- (4) That the abstract of title, or title policy, covering the real estate herein mortgaged shall be the absolute property of the mortgagee until the debt secured by this mortgage is paid in full and that at any time it sees fit, the mortgagee may procure and pay for a continuation, or continuations, of such abstract, or a later date title policy, or policies, and any amount, or amounts, so expended by the mortgagee for such purpose shall become a part of the debt secured by and collectible under this mortgage;

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(5) That the lien of this mortgage shall include all trees, shrubbery, equipment, appliances and fixtures now or hereafter located upon or attached to, the real estate above described and that the mortgagors shall not in any way make any material alterations in the improvements now on or hereafter erected upon said real estate, or remove the whole or any part of such improvements or the aforesaid equipment, appliances, fixtures, trees or shrubbery without the written consent of the mortgagee;

(6) That the mortgagee may at its option pay the whole or any part of any lien upon said real estate, improvements, equipment, appliances or fixtures, whether such lien, or liens be prior and senior or subsequent and junior to the lien of this mortgage and that any amounts so paid by the mortgagee for any of such purposes shall become a part of the debt secured by and collectible under this mortgage;

(7) That the mortgagors shall not sell, mortgage, convey or dispose of any of the security covered by this mortgage without the written consent of the mortgagee;

(8) That, in the event the premises herein mortgaged or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the mortgagee to apply upon any debt which may be secured by this mortgage and that any amounts paid under any insurance policy, or policies, for any loss or damage on or to the security hereby mortgaged shall be paid directly to the mortgagee and applied by the mortgagee first to the payment of the balance remaining unpaid on any note or debt secured by this mortgage, the balance, if any, to be paid to the mortgagors or their successors in interest, and that the mortgagee is hereby irrevocably authorized for and on behalf of the mortgagors or their successors to receive and receipt for any such monies under any insurance policy, or policies, covering loss or damage to the security herein mortgaged, and for any award for any of said real estate taken under right of eminent domain;

(9) That upon the filing of any complaint to foreclose this mortgage, the mortgagee shall be entitled to have a receiver appointed by the court to take possession of the security herein mortgaged and to collect the rents, issues and profits of and from said security and to hold the same, subject to the orders of said court or the Judge thereof, for the benefit of the mortgagee, pending the final decree in such foreclosure proceeding or pending the sale of said security pursuant to such decree and such receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness secured by this mortgage;

(10) That the mortgagors will not suffer, permit or commit any waste or commit any act which would impair or depreciate the value of the security herein mortgaged, and that said mortgagors will keep the buildings, improvements, equipment, appliances and fixtures now located upon or hereafter erected or placed upon the above described real estate in a good condition and state of repair at all times;

(11) That, in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in any person, or persons, other than the mortgagors, the mortgagee may, without notice to the mortgagors, deal with such successor, or successors, in interest with reference to this mortgage and the debt hereby secured in the same manner as with the mortgagors, without in any way vitiating or discharging the mortgagors' liability hereunder, or upon the debt hereby secured, and the mortgagee may, in such event, extend the time for the payment of said indebtedness or the performance of any or all of the covenants hereof, or reduce the payments to be made upon such indebtedness, and any such extension, or reduction, shall not release the mortgagors from their liability under said note and this mortgage;

(12) To pay any and all mechanic's, laborer's, or materialmen's liens, which may be or may become a lien upon the real estate herein described; also, to pay any prior liens or encumbrances which may at the time this mortgage is executed be a lien upon said premises, and to pay any and all outstanding claims lessening the legal or equitable interest and title of the mortgagors in and to said premises;

(13) To pay, in case of the mortgagee's placing this mortgage and/or the note, or notes, hereby secured in the hands of an attorney for collection, or in case of any legal proceedings wherein the mortgagee herein should be required to defend or protect its rights, interest or lien under this mortgage and the debt secured hereby, all reasonable attorney's fees, expenses and costs incidental thereto, and upon failure of the mortgagors to pay the same, the mortgagee may do so and the same shall, thereupon, become and be a part of the debt secured by this mortgage; also, in case of the foreclosure of this mortgage, to pay reasonable attorney's fees for such foreclosure and services incidental thereto.

Upon the written request of the mortgagors made at any time when all notes, debts and liabilities hereby secured are paid in full, the mortgagee agrees to release this mortgage.

IN WITNESS WHEREOF, said mortgagors have hereunto set their hands and seals this 22nd day of March, 19 90

[Signature] (SEAL) [Signature] (SEAL)
William Blair, also known as William G. Blair Colleen Blair also known as Colleen S. Blair



STATE OF INDIANA, COUNTY OF PORTER, SS:
Before me, the undersigned, a notary public in and for the aforesaid county and state this 22nd day of March, 19 90 personally appeared

William Blair also known as William G. Blair & Colleen Blair also known as Colleen S. Blair
and acknowledge the execution of the foregoing mortgage.

WITNESS my hand and notarial seal.

My commission expires 11-29-91

[Signature]
PAMELA M. ROBERTS Notary Public "Porter County Resident"

THIS INSTRUMENT PREPARED BY KENT J. MISHLER, VICE-PRESIDENT

REAL ESTATE MORTGAGE	FROM:		RECEIVED FOR RECORD	The _____ day of _____	A.D. 19 _____ at _____ o'clock _____ M. and recorded in Mortgage Record _____ Page _____	Recorder of Porter County
	TO:					

SCHEDULE A CONTINUED

Policy No. P-323448

5. The land referred to in this policy is described as follows:

Parcel 1: A parcel of land lying within the North Half of the North Half of Section 13, Township 36 North, Range 7 West of the Second Principal Meridian, in Porter County, Indiana, described as beginning at a point on the South line of said North Half of the North Half of Section 13, Township 36 North, Range 7 West, which point is 2502.58 feet East of the Southwest corner of the Northwest Quarter of the Northwest Quarter of said Section 13; thence North 0 degrees 22 minutes 20 seconds East 420.00 feet; thence North 90 degrees East 47.29 feet; thence South 0 degrees 22 minutes 20 seconds West 420.00 feet; thence West, along said South line of the North Half of the North Half of Section 13, 47.29 feet to the point of beginning, EXCEPT the South 50 feet of the above described parcel of land.

Parcel 2a: A part of the Northeast Quarter of Section 13, Township 35 North, Range 6 West of the Second Principal Meridian, in Porter County, Indiana, more particularly described as commencing at the intersection of the North line of Albert Street, in the subdivision known as Artillas, with the West line of the public highway commonly known as the Chesterton Road, and running in a Northeasterly direction a distance of 109.73 feet to an iron pipe and the point of beginning; thence running Northeasterly, along said Road, 54.97 feet to an iron pipe; thence West 258.94 feet to an iron pipe; thence South 50 feet to an iron pipe; thence East 236.36 feet to the point of beginning.

Parcel 2b: A parcel of land in the Northeast Quarter of Section 13, Township 35 North, Range 6 West of the Second Principal Meridian, in Porter County, Indiana, described and bounded as beginning at an iron pipe on the West line of the Valparaiso-Chesterton Road that is 164.70 feet Northeasterly, as measured along the West line of said road, from an iron pipe marking the intersection of the West line of the Valparaiso-Chesterton Road with the North line of Albert Street in the subdivision of Artillas; thence running Northeast, along the West line of said road, 100.28 feet to an iron pipe; thence West 500.18 feet to an iron pipe; thence South 91.20 feet to an iron pipe; thence East 458.94 feet to the point of beginning.

Parcel 2c: A parcel of land in the Northeast Quarter of Section 13, Township 35 North, Range 6 West of the Second Principal Meridian, in Porter County, Indiana, described as beginning on the North line of Albert Street in the subdivision known as Artillas, at a point 191.21 feet West of the intersection of the North line of Albert Street with the West line of the public highway known as the Valparaiso-Chesterton Road (now State Road No. 49); and running thence North 149.91 feet; thence West 200 feet; thence South 149.79 feet; thence East 200 feet to the place of beginning.

(Continued on next page)

SCHEDULE A CONTINUED

Policy No. P-323448

Parcel 2d: A parcel of land in the Northeast Quarter of Section 13, Township 35 North, Range 6 West of the Second Principal Meridian, in the City of Valparaiso, in Porter County, Indiana, described as follows: Beginning at a point on the West line of the Valparaiso-Chesterton Road (State Road No. 49), having a proposed right-of-way of 80 feet, said point being 264.98 feet North, as measured along said proposed right-of-way, from the intersection of the North line of Albert Street in the subdivision known as "Artillas", with said proposed West right-of-way; thence continuing North 24 degrees 06 minutes 49 seconds East 27.43 feet; thence South 89 degrees 49 minutes 29 seconds West, 295.52 feet; thence South 0 degrees 10 minutes 31 seconds East, 25.00 feet; thence North 89 degrees 49 minutes 29 seconds East, 284.04 feet to the point of beginning.

Parcel 3a: Lot 1, in Gustafson Court, in the Town of Chesterton, as per plat thereof recorded in Miscellaneous Record "Q", page 196, in the Office of the Recorder, in Porter County, Indiana, including the East Half of that portion of the former alley abutting the West side of said lot which former alley was vacated in Cause No. 14772 in the Porter Superior Court.

Parcel 3b: Part of the Southeast Quarter of Section 36, Township 37 North, Range 6 West of the Second Principal Meridian, in Porter County Indiana, more particularly described as beginning at the Southwest corner of Lot 1, in Gustafson Court, in the Town of Chesterton, as per plat thereof recorded in Miscellaneous Record "Q", page 196, in the Office of the Recorder, in Porter County, Indiana; thence West, along the South line of said Lot 1, extended West a distance of 5.15 feet to the West line of the East Half of a former alley vacated in Cause No. 14772 in the Porter Superior Court; thence South, along said West line, 49.5 feet to the South line of Lot 2 in said Gustafson Court, extended East; thence East, along said South line of Lot 2, extended East, to the West line of Calumet Avenue; thence Northwesterly, along the West line of Calumet Avenue, to the Southeast corner of said Lot 1 in Gustafson Court; thence West, along the South line of said Lot 1, to the place of beginning.

Parcel 4: Lot 3, except the North 17 feet thereof, Isakson Square, as shown in Plat Book 52, page 44, in Lake County, Indiana.

Parcel 5: The West 400 feet of the East 800 feet of the North 650 feet of the Northeast Quarter of the Northeast Quarter of Section 26, Township 36 North, Range 7 West of the Second Principal Meridian, in Portage Township, in Porter County, Indiana, (as measured along the North and the East lines of said Northeast Quarter of the Northeast Quarter).