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**MORTGAGE**

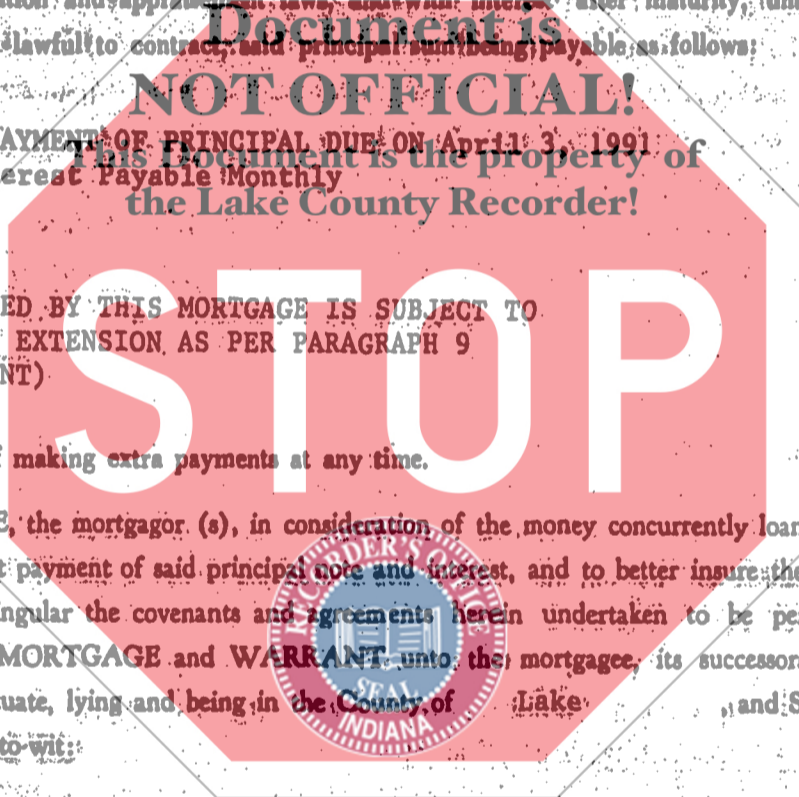
THIS INDENTURE, made this 3rd day of April, A.D., 1990, by and between Calumet National Bank as Trustee Under the Terms & Provisions of Trust Agreement dated 6/9/87 and known as Trust #3425 and not Personally

hereinafter sometimes called the "Mortgagor(s)," party of the first part, and CALUMET NATIONAL BANK, Hammond, Indiana, a corporation duly organized and existing under and by virtue of the laws of the United States of America, hereinafter sometimes called the "Mortgagee," party of the second part, WITNESSETH:

THAT WHEREAS, in order to evidence the just indebtedness to the mortgagee in the principal sum of ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 ----- dollars (\$ 135,000.00) for money loaned by the mortgagee, the mortgagor(s) executed and delivered that certain promissory note identified as Loan Number R.E. bearing date of the 3rd day of April A.D., 19 90, payable as thereby provided to the order of the mortgagee in lawful money of the United States of America at the office of the mortgagee in the City of Hammond, Lake County, Indiana, with interest on said principal sum remaining, unpaid from time to time at the rate of \*Variable @ CNB Prime per cent. (CNB Prime) per annum, payable Monthly until maturity, and attorney's fees, without relief from valuation and appraisal laws, and with interest after maturity, until paid, at the highest rate for which it is now lawful to contract, said principal sum being payable as follows:

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED HERETO AND MADE A PART HEREOF

SINGLE PAYMENT OF PRINCIPAL DUE ON April 3, 1991  
With Interest Payable Monthly



(THE NOTE SECURED BY THIS MORTGAGE IS SUBJECT TO RENEWAL AND/OR EXTENSION AS PER PARAGRAPH 9 OF THIS DOCUMENT)

and with the privilege of making extra payments at any time.

NOW THEREFORE, the mortgagor (s), in consideration of the money concurrently loaned as aforesaid, and in order to secure the prompt payment of said principal note and interest, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the mortgagor(s), do(es) hereby MORTGAGE and WARRANT unto the mortgagee, its successors and assigns, all and singular the real estate situate, lying and being in the County of Lake, and State of Indiana, known and described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE HERE MADE A PART OF

\*Variable with CNB Prime Rate to change from time to time as CNB Prime Rate changes as shown above.

STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD  
APR 23 2 39 PM '90  
ROBERT "BOB" FREELAND  
RECORDER

10.00  
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together with all and singular the covenants, conditions, privileges and appurtenances thereto belonging or in any way appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon, also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon, and also all the rights, title, interest and estate of the mortgagee(s) in and to said premises, hereby releasing and conveying all rights under and by virtue of any and all valuation and appraisement laws of the State of Indiana, and all rights to retain possession of said premises after any default in payment of the indebtedness hereby secured, or breach of any of the covenants or agreements herein contained.

Notwithstanding, the mortgagee(s) expressly covenants(s) and agrees(s) with the mortgagee as follows, to wit:

1. That the mortgagee(s) will pay all the said note and indebtedness hereto mentioned according to the tenor and effect of said note, and will pay all sums of money hereby secured or intended to be secured, all with attorney's fees and without relief from valuation and appraisement laws.

2. That the mortgagee(s) will keep the buildings, fences, fixtures, improvements and betterments now on and premises, or that may hereafter be erected thereon, in as good condition as at the present time, and will neither commit nor permit waste on said premises, and will neither do nor permit to be done upon said premises anything that may tend to diminish the value thereof.

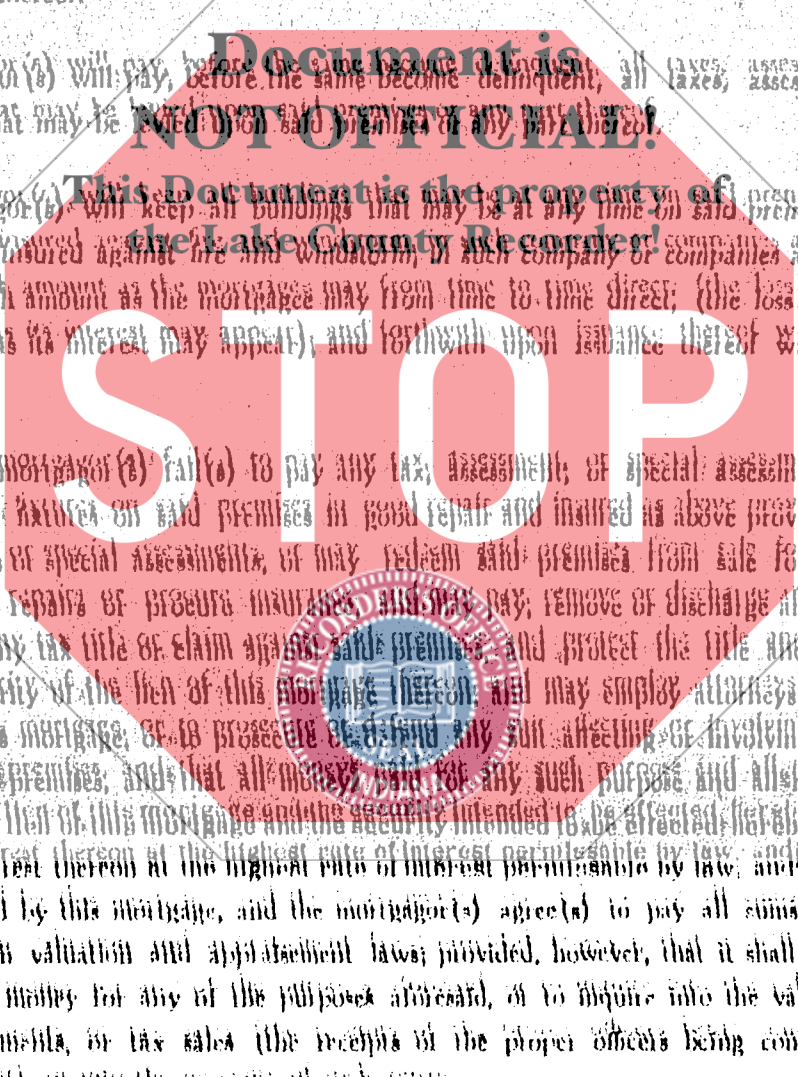
3. That the mortgagee(s) will pay, before the same become delinquent, all taxes, assessments and special assessments of every kind that may be levied upon said premises or any part thereof.

4. That the mortgagee(s) will keep all buildings that may be at any time on said premises during the continuance of said indebtedness insured against fire and windstorm, in such company or companies as may be satisfactory to the mortgagee, and for such amount as the mortgagee may from time to time direct; (the loss or damage to be made payable to the mortgagee as its interest may appear); and forthwith upon issuance thereof will deposit such policies with the mortgagee.

5. That in case the mortgagee(s) fail(s) to pay any tax, assessment, or special assessment, or fail(s) to keep the buildings, fences, and fixtures on said premises in good repair and insured as above provided; the mortgagee may pay such taxes, assessments or special assessments, or may redeem said premises from sale for taxes, assessments or special assessments, make repairs or procure insurance, and may pay, remove or discharge any claim, lien or encumbrance, or may purchase any tax title or claim against said premises, and protect the title and possession thereof; in order to preserve the priority of the lien of this mortgage thereon, and may employ attorneys at law to perform any service connected with this mortgage, or to prosecute or defend any suit affecting or involving this mortgage or the title or possession of said premises; and that all moneys paid for any such purpose and all moneys laid out by the mortgagee to protect the lien of this mortgage and the security intended to be effected hereby, shall be immediately due and payable with interest thereon at the highest rate of interest permissible by law, and become so much additional indebtedness secured by this mortgage, and the mortgagee(s) agrees(s) to pay all sums so advanced with interest, without relief from valuation and appraisement laws; provided, however, that it shall not be obligatory upon the mortgagee to advance money for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments, or tax sales (the receipts of the proper officers being conclusive evidence of the validity and amount thereof), or into the necessity of such repairs.

6. That if default be made in the performance of any of the covenants or agreements herein or in said note contained, or the part of the mortgagee(s) to be kept and performed, then the whole of said indebtedness secured hereby, including all payments for liens, taxes, assessments, special assessments, insurance, attorney's fees, costs, charges or expenses, shall at the election of the mortgagee, and without notice or such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein to the contrary notwithstanding, and thereupon the mortgagee shall have the right (either with or without process of law, using such force as may be necessary) to enter upon and possess, hold and enjoy said property, and to lease the same or any part thereof upon such terms as to it shall seem best; and to collect and receive all the rents, issues and profits thereof, and to make alterations, improvements and repairs, effect insurance, pay taxes, assessments and special assessments, and do all such other things as may be deemed necessary for the proper protection of the property; and the mortgagee shall have the right to foreclose this mortgage and shall have all other rights and remedies that the law provides, and sale under foreclosure decree shall be without relief from valuation and appraisement laws.

SELECTED UNLAWFUL EXERCISES ATTACHED HERETO AND MADE A PART HEREOF







PARCEL 1: PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 1/2 OF THE NORTHWEST 1/4; THENCE EAST ALONG THE SOUTH LINE THEREOF, 165.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, 660.00 FEET, THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, 495.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, 495.00 FEET; THENCE EAST 674.11 FEET TO A POINT ON THE EAST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 THAT IS 1150.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID EAST 1/2 OF THE NORTHWEST 1/4; THENCE SOUTH ALONG SAID EAST LINE 1155.00 FEET TO THE SOUTHEAST CORNER OF SAID EAST 1/2 OF THE NORTHWEST 1/4; THENCE WEST ALONG THE SOUTH LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, 1163.86 FEET TO THE POINT OF BEGINNING IN LAKE COUNTY, INDIANA;

## PARCEL 2:

The East 1/2 of the Northwest 1/4 of Section 9, Township 34 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, a parcel of land containing approximately 30 acres, more or less, EXCEPT the following two described parcels of land:

PARCEL A A part of the East Half of the Northwest Quarter of Section 9, Township 34 North, Range 9 West of the 2nd P.M., described as follows: Commencing at the Southwest corner of said East Half of the Northwest Quarter; thence East along the South line thereof, 165.00 feet to the point of beginning; thence North parallel to the West line of said East Half of the Northwest Quarter, a distance of 660.00 feet; thence East parallel to the South line of said East Half of the Northwest Quarter a distance of 495.00 feet; thence North parallel to the West line of said East Half of the Northwest Quarter a distance of 495.00 feet; thence East 674.11 feet to a point on the East line of said East Half of the Northwest Quarter that is 1155.00 feet North of the Southeast corner of said East Half of the Northwest Quarter; thence West along the South line of said East Half of the Northwest Quarter, a distance of 1163.86 feet to the point of beginning, containing 25.364 acres, more or less, in Lake County, Indiana, and except

PARCEL B A part of the Northwest Quarter of Section 9, Township 34 North, Range 9 West of the Second Principal Meridian, situated in Lake County, State of Indiana, and being more particularly described as follows: Beginning at a point on the North line of said Section 9, said point being 1329.34 feet East of the Northwest corner of Section 9, said point also being the Northeast corner of land described in Deed Record 118, page 358; thence Southwardly along the East line of said land described in Deed Record 118, page 358, and the East line of land described in Deed Record 115, page 513, a distance of 2660.40 feet to a point on the South line of the Northwest Quarter of said Section 9, said point being the Southeast corner of said land described in Deed Record 115, page 513; thence Eastwardly with a deflection angle of 89 degrees 17 minutes 30 seconds to the left along the South line of the Northwest Quarter of said Section 9 a distance of 165 feet to a point; thence Northwardly with a deflection angle of 90 degrees 42 minutes 30 seconds to the left parallel with the East line of said land described in Deed Record 115, page 513, a distance of 660 feet to a point; thence Eastwardly with a deflection angle of 90 degrees 42 minutes 30 seconds to the right parallel with the South line of the Northwest Quarter of said Section 9 a distance of 495 feet to a point; thence Northwardly with a deflection angle of 90 degrees 42 minutes 30 seconds to the left parallel with the East line of said land described in Deed Records 115, page 513, and 118, page 358, a distance of 1341.32 feet to a point, thence Westwardly with a deflection angle of 89 degrees 22 minutes to the left parallel with the North line of said Section 9 a distance of 495 feet to a point; thence Northwardly with a deflection angle of 89 degrees 22 minutes to the right parallel with the East line of said land described in Deed Record 118, page 358, a distance of 660 feet to a point on the North line of said Section 9; thence Westwardly with a deflection angle of 89 degrees 22 minutes to the left along the North line of said Section 9 a distance of 165 feet to the place of beginning of this description, and containing 25.32 acres of land.

Executed and delivered by the Calumet National Bank, not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by all other parties hereto, and those claiming by, through, or under them.

