Return To; Calymet National Bank, Commercial Loan Department 5231 Hohman Av., P.O. Box 69, Hammond, IN. 46325

April

## **MORTGAGE**

S INDENTURE, made this 3rd day of

096680

, 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 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 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. (ICNB E:16) per annum payable ... Monthly without relief from valuation and appraisement 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:

the Lake County Recorder!

C 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.

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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 (a), do (es) hereby MORYGAGE and WARRANT unto the mortgagee, its successors and assigns, all and singular, the real estate situate, lying and being in the County of and State of Indiana, known; and described as follows, to wit:

SEE EXHIBIT "A" ATTATCHED 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.

Ungellies with all and allighter the tenements, beredicalization, privileges and applicatenances thereund belonging or in any the applicationing, and the remains thereon, or that have applicable in placed thereon, also all the fixtures of every kind and nature necessary or proper for the use and inalitationing in and real estate and preinters that are more in may be realter be placed thereon, and, also all the right, inclination and exists in the winterprint of and preinters, hereby releasing and universe index and the right, little in any and all valuation and appreciation in the little incident and preinters in the state of things and all valuation and all valuation and all valuation and appreciation in the little interest, section, in any pair thereof, or treath processor of all preinters after the allocation between the entity of the complete in any pair thereof, or treath of any of the complete in allocations in any pair thereof, or treath of any of the complete in allocations in allocations are also allocated the complete in any pair thereof, or treath of any of the complete allocations in allocations in any pair thereof.

MONTOVER, The Midrighter of repressly residentics and after its the tioning agree as tottoms, to the

- I Must the modification (a) will pay all the exidentice and independence benefit membered according to the render United the said indice, and with pay an sume of money benefity secured or intended to be secured, all with attended to tree stud whitelite teller trong valuation and appraisament table.
- 2. That the mortgaphic (a) will keep the buildings, teners, histories, improvements and betterments now on said prefities, or that this increase the erected thereon, in as good condition as at the present time, and will neither community permit while on said premises, and will neither do not permit to be done upon said premises anything that may tend to diminish the value thereon.
- In this the mortgago (s) will pay, before the same become demotivate, all laxes, assessments and special, as readments of every know that may be extend upon and premier or any payetherest.
- 4. That the mistragoly will keep all buildings that may be at one time in and premies during the continuation of anidomodiscourses around against the motigages may from time to time direct; (the loss of Jamage to be made payable to the motigages as his interest may appear), and forthwith upon induces thereof will deposit such policies with the motigages.
- That in ease the montgage of falls to pay any lax disessment of falls to keep the buildings, forces, and hattice of said premises in good repair and insured as above provided; the mortgages may pay anotherize, assessments of special assessments of may redeem said premises from sale for taxes, assessments of special assessments of may redeem said premises and protest the title and assessment of special paying, or may purchase any tax title or claim apares and premises, and protest the title and assessment to special the protest of the protest of the first of this mortgage of the protest of the paying of the protest of the protest
- 8. That if default be made in the performance of any of the coverable of agreements herein of an early note each tailed, on the part of the mortgager (a) to be kept and performed, then the whole or early and independence secured here by including all payments for here, takes, absendents, affected a secured references, shall at the election of the mortgages, and without notice of such election, at once become and be due and payable at the place of payment aboreand, anything in and more or herein to the contary morathicanding, and thereupon the mortgages shall have the right (either with or without process of law, using such roses as may be necessary). Be either upon and possess, hold and enjoy each property, and is least the same or any part thereof upon such terms as to it shall seem best; and in collect and reserve all the tents, issues and provide thereof, and to make alreading improvements and repairs, effect indurance, pay taxes, assessments and special assessments, and do all such other tights and remedies that the law provides, and sale under forestables the mortgage and shall have all other rights and remedies that the law provides, and sale under forestability decrees shall be without reflect from valuation and appraisement laws.

- 7. That upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the mortgagee, may appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits of said premises during the pendency of such foreclosure, and until the time to redeem the same from foreclosure sale shall expire, and out of rents, issues and profits, to make necessary repairs and to keep the premises in proper condition and repair, and to pay all taxes, assessments and special assessments, to redeem from sale for taxes, assessments and special assessments, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases.
- 8. That in case suit be brought to foreclose this mortgage, an adequate and reasonable sum shall be allowed to the mortgagee in such proceedings for attorney's fees and the costs of a complete abstract of title to said premises, which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.
- 9. That the mortgagee, at its option, may extend the maturity of the note and indebtedness secured hereby, or any balance due thereon, from time to time, upon written agreement executed by the mortgagor(s), for such further periods; at such rate of interest, and upon such conditions as may then be agreed upon, and no such extension; and no such forbearance of delay, of the mortgageet in enforcing any of the provisions of this indenture, shall operate to impair these lies hereofs or waive any rights accrued on that might accrue hereinder.
- That this indenture and the note secured thereby, are made and executed under, and are, in all respects to be construed by the laws of the State of Indiana, and that the various rights, powers, options; elections, appointments and remedies, herein contained shall be construed as cumulative, and no one of them as exclusive of any other or of any right or remedy allowed by law, and all shall inure to the benefit of the successors and a signs of the mortgages and of all holders of said note.
- thereon, and up to that time, shall have well and truly performed all and singular the covenants and agreements herein undertaken to be performed, then all of such covenants and agreements thall cease and determine (but not otherwise), and the mortgagor (s), or the successors or assigns thereof, shall be entitled to a satisfaction of this mortgage, but shall pay the expense of recording the same.

IN WITNESS WHEREOF, the mortgagor (s)
day and year first above written

executed this instrument under seal the

CALUMET NATIONAL BANK ASTATUSTEE UNDER! THE

TERMS & PROVISIONS OF TRUST AGREEMENT DATED

6/9/87 AND KNOWN AS TRUST #P-3425 AND NOT

PERSONALLY.

STATE OF INDIANA

COUNTY OF LAKE

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VICE CW

COPHICER

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared

and acknowledged the execution of the above and foregoing instrument as and deed for the uses and purposes therein set forth.

free and voluntary act

GIVEN under my hand and official seal this 3rd

SS:

day of April

, 19 90

My commission expires: 1-18-94

Shari L. Smith

Notary Public

County of Residence:

This instrument prepared by: Thomas E. Bajusz, Vice President

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 SUOTHWEST 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 LAST FAMALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, 495.00 FEET; THENCE WORTH 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 MORTHWEST 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 MORTHWEST 1/4; THENCE WEST ALONG THE SOUTH LINE OF SAID EAST 1/2 OF THE MORTHWEST 1/4, 1163.86 FEET TO THE POINT OF BEGINNING IN LAKE COUNTY, INDIANA;

PARCEL 2:

The East 4 of the Northwest 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 or 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 674.00 feet to a point on the East line of said East Half of the Northwest Quarter; thence 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 163.86 feet are the point of beginning, containing 25.364 acres, more or less, in Lake County, Indiana, and except

PARCEL 2 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 118, page 358, and the East line of land described in Deed Record 115, page 313, 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 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 Need 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 relaeased by all other parties hereto, and those claiming by, through, or under them.

