

(Space Above This Line for Recording Date)

# MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 20th 19 90  
 The Mortgagor is ROBERT L. ERIKS AND GWENDOLYN J. ERIKS, HUSBAND AND WIFE ("Borrower"),  
 This Security Instrument is given to PEOPLES BANK, A Federal Savings Bank, which is organized and existing under the laws of  
THE UNITED STATES OF AMERICA, and whose address is  
9204 COLUMBIA AVENUE MUNSTER, INDIANA 46321 ("Lender"). Borrower owes Lender  
 the principal sum of NINETY ONE THOUSAND EIGHT HUNDRED AND 00/100 Dollars  
 (U.S. \$ 91,800.00). This debt is evidenced by Borrower's Note, dated the same date as this Security Instrument  
 ("Note"). If not paid earlier, due and payable on OCTOBER 1st, 1990. This Security Instrument secures to Lender (a) the  
 repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums  
 interest, advanced to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this  
 Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property  
 located in LAKE County, Indiana:

SEE ATTACHED LEGAL

which has the address of 11311 DELAWARE STREET  
CROWN POINT, Indiana 46307 ("Property Address")

Together with all buildings and improvements now or hereafter upon said premises or any part thereof, and all heretofore or hereafter vacated  
 alleys and street abutting said premises, and together with all fixtures and equipment now or hereafter installed for use in the operation of the building  
 or buildings now or hereafter on said premises, including but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing,  
 sprinkling, communicating and electrical systems, and the machinery, fixtures and equipment pertaining thereto, all of which fixtures, equipment,  
 shall be deemed to be part of the real estate.

Together with all of the rents, profits and leases thereof and the tenements, hereditaments, easements and appurtenances. (Any reference  
 herein to the mortgaged "premises" shall be deemed to apply to the above described lands and said buildings, fixtures and equipment, and the rents  
 profits and leases thereof, and said tenements, hereditaments, easements and appurtenances, unless the context shall require otherwise.)

Mortgagor does hereby covenant as follows:

(1) Mortgagor shall pay the principal and interest of said indebtedness according to the terms of said Note and shall pay all other amounts  
 provided herein.

(2) At the time of the execution and delivery of this instrument, Mortgagor is well and truly seized of the premises in fee simple, free of all  
 liens and encumbrances whatsoever and will forever warrant and defend the same against any and all claims whatever, and the lien created hereby is  
 and will be kept a first lien upon said premises and every part thereof. Mortgagor shall pay when due all water charges and all other amounts which  
 might become a lien upon the premises prior to this Mortgage.

(3) Mortgagor shall pay when due all taxes and assessments that may be levied upon said premises, and shall promptly deliver to Mortgagee  
 receipts showing payment thereof. Mortgagor shall pay when due all taxes and assessments that may be levied upon or on account of this Mortgage or  
 the indebtedness secured hereby or upon the interest or estate in said premises created or represented by this Mortgage, whether levied against  
 Mortgagor or otherwise.

(4) Mortgagor will abstain from and will not suffer the commission of waste on said premises and will keep the buildings, improvements,  
 fixtures, equipment and appliances now or hereafter thereon in good repair and will make replacements thereto as and when the same become  
 necessary. Mortgagor shall promptly notify Mortgagee in writing of the occurrence of any loss or damage to the premises. Mortgagor shall not  
 materially alter the building, improvements, fixtures, equipment or appliances now or hereafter upon said premises, or remove the same therefrom,  
 or permit any tenant or other person to do so, without the written consent of Mortgagee. Mortgagor will not permit any portion of the premises to be  
 used for any unlawful purpose. Mortgagor will comply promptly with all laws, ordinances, regulations and orders of all public authorities having  
 jurisdiction thereof relating to the premises or the use, occupancy and maintenance thereof. Mortgagee shall have the right at any time, and from time  
 to time, to enter the premises for the purpose of inspecting the same.

(5) Mortgagor will keep all buildings, improvements, fixtures, equipment and appliances now or hereafter upon said premises and the rents  
 thereof, insured against loss and damage by fire and the perils covered by extended coverage insurance, and against such other risks (including public  
 liability insurance), and in such amounts, as may from time to time be required by Mortgagee, and with such insurer or insurers as may from time to  
 time be approved by Mortgagee, with the proceeds thereof payable to Mortgagee under a standard mortgage clause. The policies of all such insurance  
 and all renewals thereof, together with receipts evidencing payment in full of the premiums thereon, shall be delivered promptly to Mortgagee. In the  
 event of loss or damage, the proceeds of said insurance shall be paid to Mortgagee alone. Mortgagee is authorized to adjust and compromise such loss  
 without the consent of Mortgagor, to collect, receive and receipt for such proceeds in the name of Mortgagee and Mortgagor, and to endorse  
 Mortgagor's name upon any check in payment thereof. The Power granted hereby shall be deemed to be coupled with an interest and shall be  
 irrevocable. Such proceeds shall be applied toward reimbursement of all costs and expenses of Mortgagee in collecting said proceeds, and toward the  
 payment of all amounts payable by Mortgagor to Mortgagee hereunder, and toward the payment of the indebtedness secured hereby or any portion  
 thereof, whether or not then due or payable, or Mortgagee, at its option, may apply said insurance proceeds or any part thereof to the repair or  
 rebuilding of said premises. All of said policies of insurance shall be held by Mortgagee as additional security hereunder and; in the event of sale of  
 the premises on foreclosure, the ownership of all policies of insurance and the right to receive the proceeds of any insurance payable by reason of any  
 loss theretofore or thereafter occurring, shall pass to the purchaser at said sale and Mortgagor hereby appoints Mortgagee its attorney-in-fact, in  
 Mortgagor's name, to assign and transfer all such policies and proceeds to such purchaser.

(6) In the event that any person, firm, or corporation owning or owning an interest in, the premises, is adjudicated a bankrupt, or insolvent, or  
 shall make an assignment for the benefit of creditors, or shall take, or receive, the benefit of any act for reorganization, or if a receiver should be  
 appointed for such owner, Mortgagee may, at its option, declare the principal of the note hereby secured and then outstanding to be due and payable  
 immediately; and upon such declaration, the said principal, so declared to be due and payable, together with the interest accrued thereon, and  
 together with any other sums secured hereby shall become and be due and payable immediately, anything in this Mortgage or in said Note to the  
 contrary notwithstanding.

(7) If default be made in the payment of any of the aforesaid taxes or assessments or in making repairs or replacement or in procuring and  
 maintaining insurance and paying the premiums therefor, or in keeping or performing any other covenant of Mortgagor herein, Mortgagee may, at its  
 option and without any obligation on its part so to do, pay said taxes and assessments, make such repairs and replacements, effect such insurance, pay  
 such premiums, and perform any other covenant of Mortgagor herein. All amounts expended by Mortgagee hereunder shall be secured hereby and  
 shall be due and payable by Mortgagor to Mortgagee forthwith on demand, with interest thereon at the rate at which interest accrues on amounts after  
 the same become due under the Note.

3



CHICAGO TITLE INSURANCE COMPANY  
 INDIANA DIVISION  
 REC'D  
 APR 22 11 56 PM '90  
 REC'D  
 APR 22 11 56 PM '90  
 REC'D  
 APR 22 11 56 PM '90  
 REC'D  
 APR 22 11 56 PM '90

200



PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER OF THE PUBLIC HIGHWAY RUNNING ALONG THE NORTH SIDE OF SAID TRACT OF LAND, AT ITS INTERSECTION WITH THE CENTER LINE OF A PUBLIC HIGHWAY RUNNING NORTH AND SOUTH THROUGH OR NEAR THE CENTER OF SAID TRACT OF LAND; THENCE EAST ALONG THE CENTER LINE OF SAID EAST AND WEST PUBLIC HIGHWAY, 20 RODS; THENCE SOUTH 16 RODS; THENCE WEST 20 RODS TO THE CENTER OF SAID NORTH AND SOUTH PUBLIC HIGHWAY; THENCE NORTH, ALONG THE CENTER OF SAID NORTH AND SOUTH PUBLIC HIGHWAY, 16 RODS TO THE POINT OF BEGINNING.

