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REAL ESTATE MORTGAGE

097653

This indenture witnesseth that Peoples Bank, A Federal Savings Bank as Trustee under Trust dated March 19, 1990, and known as Trust No. 110003

of Lake County State of Indiana
Mortgage and warrant to Edward B. Higgins and Ann T. Higgins Husband and Wife, and Willis G. Higgins, jointly and severally
of Lake County, State of Indiana

the following real estate in Lake County State of Indiana, to wit:

A part of the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 36 North, Range 9 West of the 2nd Principal Meridian in the City of Hammond Lake County, Indiana, described as commencing at a point on the West line of said Southwest 1/4 of the Northeast 1/4 said point being the Southwest corner of Rose Claire Subdivision, as shown in Plat Book 40 page 33, in the Office of the Recorder of Lake County, Indiana; thence South along the West line of said Southwest 1/4 of the Northeast 1/4 142 feet to the intersection of the center line of Orchard Drive; thence Southeast along the center line of said Orchard Drive 297.3 feet more or less; thence North along a straight line 1310.44 feet more or less to the East line of said Rose Claire Subdivision; thence West along the South line of Rose Claire Subdivision 246.23 feet to the West line of said Southwest 1/4 of the Northeast 1/4 and place of beginning commonly known as 3605-17 Orchard Drive Hammond, Indiana 46320.

and the rents and profits therefrom, to secure the payment, when the same shall become due, of the following indebtedness: a promissory note of even date herewith, in favor of mortgagees, in the principal sum of \$50,000.00; and also covering any renewals, extensions or other indebtedness arising therefrom.

Upon failure to pay said indebtedness as it becomes due, or any part thereof at maturity, or the taxes or insurance hereinafter stipulated, then said indebtedness shall be due and collectible, and this mortgage may be foreclosed accordingly. It is expressly agreed that, until said indebtedness is paid, the Mortgagee will keep all legal taxes and charges against the real estate paid as they become due, and will keep the buildings thereon insured against fire and other casualties in an amount at least equal to the indebtedness from time to time owing; with loss payable clause in favor of the Mortgagee, and will, upon request, furnish evidence of such insurance to the Mortgagee, and, failing to do so, the Mortgagee may pay said taxes or insurance, and the amount so paid, with 12 percent interest thereon, shall become a part of the indebtedness secured by this mortgage.

Additional Covenants: Notwithstanding the covenants and warranties above stated, this mortgage is express by junior and subordinate to a first note and mortgage in favor of Peoples Bank, a Federal Savings Bank, said mortgage originally dated April 16, 1990.

SEE REVERSE SIDE FOR ADDITIONAL COVENANTS AND PROVISIONS AND ATTACHED SHEET

State of Indiana, County of Lake, ss: Dated this 16th Day of April 1990

Before me, the undersigned, a Notary Public in and for said County and State, this 16th day of April 1990, Frank J. Bochnowski, as Trust Officer of Trust No. 110003, and Peoples Bank, A Federal Savings Bank as Trustee under Trust dated March 19, 1990, and known as Trust No. 110003

and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires 19__ By: see Attached

See Attached
Signature
Printed Name

Resident of Lake County

This instrument prepared by Kenneth A. Manning, Dyer, Indiana 46311 Attorney at Law

MAIL TO:

SMES

TICOR-TITLE INSURANCE
Crown Point, Indiana

STATE OF INDIANA/S.S. NO. 110003
FILE FOR RECORD
MORTGAGES
APR 30 1990
RECORDED
MORTGAGES
COUNTY

Handwritten initials and number 850

ADDITIONAL COVENANTS AND PROVISIONS OF MORTGAGOR

1. He will pay the indebtedness as provided in said note and this mortgage. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment.

2. He will not commit, permit or suffer waste, impairment or deterioration of said property or any part thereof, and in the event of the failure of the mortgagor to keep the buildings and other improvements now or hereafter on said premises in good repair, the mortgagee may make such repairs as may reasonably be deemed necessary for the proper preservation thereof and the sum so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this mortgage.

3. No sale of the premises hereby mortgaged, no forbearance on the part of the mortgagee or its assigns, and no extension of the time for the payment of the debt hereby secured given by the mortgagee or its assigns shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein either in whole or in part, nor shall the full force and effect of this instrument be altered thereby. Notwithstanding no provisions, herein, shall be construed as authority for any sale, transfer or assignment without prior written consent from mortgagee.

4. Any person, firm or corporation taking a junior mortgage, or other lien, upon said real estate, shall take the said lien subject to the rights of the mortgagee herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of said junior lien and without the lien of this mortgage losing its priority over any such junior lien.

5. If any default be made in the payment of the indebtedness or in the performance of any other covenant in this mortgage or in the note secured hereby, when the same is payable or the time of performance has arrived, as above provided, then all the remainder of the aforesaid principal sums with all arrearages of interest, and sums payable pursuant to the provisions hereof, shall, at the option of said mortgagee, become immediately payable, and the mortgagee shall have the right to foreclose this mortgage, anything hereinbefore or in said note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. The default, or breach, of any payment, or in the performance of any covenant in the note or mortgage in favor of Peoples Bank, to which this mortgage is junior, shall also be, and constitute a default hereunder.

6. If proceedings to foreclose this mortgage be instituted, the mortgagee may apply for the appointment of a receiver (and the mortgagor hereby consents to the appointment of a receiver if there has been any default in the performance of any of the conditions of this mortgage), and such receiver is hereby authorized to take possession of the real estate above described, collect any rental, accrued, or to accrue, whether in money or kind, for the use or occupancy of said premises by any person, firm or corporation, or may let, or lease said premises or any part thereof, receive the rents, income and profits therefrom, and hold the proceeds subject to the orders of the court, or the judge thereof, for the benefit of the mortgagee, pending the final decree in said proceedings, and during any period allowed by law for the redemption from any sale ordered in said cause and

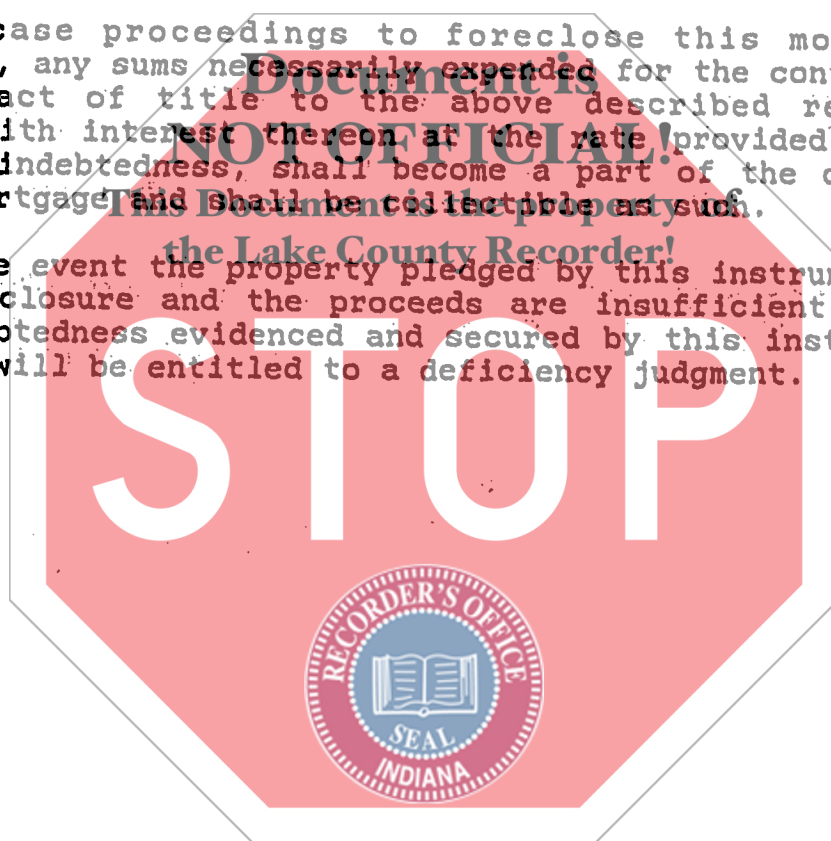
ADDITIONAL COVENANTS AND PROVISIONS OF MORTGAGOR

said receive may be appointed irrespective of the value of the mortgage property or its adequacy to secure or discharge the indebtedness due or to become due or the solvency of the mortgagors. In the event of a default in any of the conditions of this mortgage the mortgagee is also expressly given the right to take possession of and hold the mortgaged premises with or without process of law and collect the rents and profits therefrom, applying the same to the charges and payments due under the conditions of the mortgage so long as a default shall continue, and such taking possession shall in no way waive the right of the mortgagee to foreclose this mortgage because of a default.

7. Notice of the exercise of any option granted to the mortgagee herein, or in the note secured hereby, is not required to be given. All sums payable hereunder shall be without relief from valuation and appraisal law and with reasonable attorney fees.

8. In case proceedings to foreclose this mortgage are instituted, any sums necessarily expended for the continuation of the abstract of title to the above described real estate, together with interest thereon at the rate provided for in the principal indebtedness, shall become a part of the debt secured by this mortgage and shall be collectible as such.

9. In the event the property pledged by this instrument is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness evidenced and secured by this installment the mortgagee will be entitled to a deficiency judgment.



Attachment to mortgage to Edward E. Higgins and Ann T. Higgins, Husband and Wife and*
for \$ 50,000.00 to Land Trust # 10003. This mortgage is executed by Peoples Bank, A Federal Savings Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Peoples Bank, A Federal Savings Bank or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

*Willis G. Higgins, jointly and severally

PEOPLES BANK, A FEDERAL SAVINGS BANK,
not personally

but as Trustee under the provisions
of a Trust Agreement dated March 19,
1990 and known as Trust
No. 10003

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

BY: Frank J. Bochnowski
Frank J. Bochnowski
Vice-President and Trust Officer

ATTEST:

BY: Linda L. Baker
Linda L. Baker
Assistant-Secretary

State of Indiana)
County of Lake)

SS:



I, Joyce M. Barr, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Frank J. Bochnowski and Linda L. Baker, of PEOPLES BANK, A FEDERAL SAVINGS BANK, a United States Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said United States Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day
of April, 1990.

My Commission Expires:
March 11, 1990

Joyce M. Barr, Notary Public
Joyce M. Barr

Resident of Lake County

