

L3176

COMMUNITY-TITLE CO.  
4211 W. 81st Avenue  
Merrillville, IN 46410

Real Estate Mortgage

139000

INB Banking Company, North  
109 Broadway  
Chesterton, Indiana 46304



INB

This Mortgage ("Mortgage") Witnesseth that Jerry C. Harber (herein called "Mortgagor"), does hereby mortgage and warrant to INB Banking Company, North; (herein called "Bank") the real estate, located in Lake County, Indiana, which is described on the reverse side hereof (the "Property"), together with all improvements now or hereafter situated on or used in connection with the Property, all rights, privileges, interests, easements, hereditaments and appurtenances thereunto belonging or appertaining, all apparatus, equipment, fixtures and appliances now or hereafter attached to or used in connection with the Property, and all rents, issues, income and profits of the Property (all of the foregoing being referred to hereinafter as the "Mortgaged Property").

This Mortgage is given to secure (i) the payment of the indebtedness or other obligations of Jerry C. Harber to the Bank in an original principal amount of Fifty Thousand and 00/100 as evidenced by a promissory note dated December 10, 1990 and any renewals, extensions or modifications thereof; (ii) any sums guaranteed by, advances to or other obligations incurred by Mortgagor heretofore, now, or hereafter in favor of the Bank; (iii) the performance of Mortgagor's covenants and agreements under this Mortgage; and (iv) all sums advanced by the Bank to protect the Mortgaged Property. (The indebtedness and all other obligations secured hereby, are hereinafter collectively referred to as the "Liabilities"). Mortgagor and Bank agree that discretion to advance additional funds, in excess of that amount described above, remains with the Bank and is not obligatory.

The Bank, at its option, may extend the time of payment of any part or all of the Liabilities, reduce the payments thereon, or accept a replacement instrument therefor, without the consent of any junior lienholder or the consent of Mortgagor if Mortgagor has then parted with title to the Mortgaged Property. Any such extension, reduction or renewal shall not impair the lien or priority of this Mortgage, or release, discharge or affect the liability of the Mortgagor to the Bank.

Mortgagor warrants that Mortgagor is the owner of and has good fee simple title to the Mortgaged Property, and covenants and agrees with the Bank not to permit any mechanic's or materialman's lien to attach to the Mortgaged Property; to keep the Mortgaged Property in good repair; to pay all taxes and assessments levied or assessed against the Mortgaged Property as the same become due; and to keep any improvements on the Mortgaged Property insured against loss by fire and windstorm and such other hazards as the Bank may require, from time to time in an amount equal to one hundred percent (100%) of the full insurable value of the Mortgaged Property. All such policies shall be issued by companies acceptable to the Bank with a lender's loss payable clause in favor of the Bank as its interest may appear.

Upon failure of Mortgagor so to do, the Bank may but without obligation to do so, make repairs, pay any tax assessment levied against, pay or discharge any lien or encumbrance on, or procure and/or maintain in effect insurance with respect to the Mortgaged Property. All sums so paid shall, with interest at the highest rate provided for in the obligations secured hereby, become immediately due and payable and be a part of the Liabilities.

Upon default in the payment of any obligation secured by this Mortgage, or Mortgagor's failure to perform any of the terms and conditions of this Mortgage, or Mortgagor's abandonment of the Mortgaged Property or the entry of a bankruptcy order for relief for Mortgagor, then in any such event, the Liabilities secured hereby shall, at the option of the Bank, become immediately due and payable without notice, and the Bank shall have the right immediately to foreclose this Mortgage. No delay or omission by Bank in exercise of any right hereunder shall be construed to be a waiver of such right or preclude the exercise thereof in the event of a subsequent default.

It is agreed that if any of the property herein mortgaged is of a nature that a security interest can be perfected under the Uniform Commercial Code, this instrument shall constitute a security agreement and shall grant a security interest to Bank in that portion of the Mortgaged Property with respect to which a security interest can be granted and from the date of its recording, this Mortgage shall be effective as a financing statement to perfect such security interest.

For the purpose of constituting a financing statement, the following is set forth:

a. Name and address of Secured Party: INB Banking Company, North, 109 Broadway, Chesterton, Indiana 46304  
b. Name and address of Debtor: Jerry C. Harber, 18 Deer Trail, Ogden Dunes, Porter, Indiana 46368  
c. 00/100  
d. December 10, 1990  
e. a promissory note  
f. Attention: Kent J. Mishler



All rights and obligations hereunder shall extend to and be binding upon the several heirs, personal representatives, successors and assigns of the parties to this Mortgage.

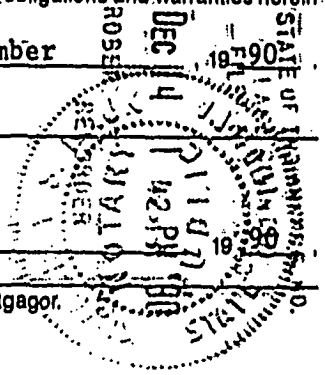
Whenever required herein by the context, the singular form of "Mortgagor" shall include the plural and all covenants, obligations and warranties herein shall be deemed to have been made jointly and severally.

In witness whereof, Mortgagor has caused this Mortgage to be executed as of the 10th day of December, 1990

Jerry C. Harber  
Jerry C. Harber  
State of Indiana  
County of Porter ) ss:

Before me, a Notary Public in and for said County and State, this 10th day of December, 1990, personally appeared Jerry C. Harber who acknowledged the execution of the foregoing Real Estate Mortgage as the free and voluntary act of said Mortgagor.

Witness my hand and Notarial Seal:  
Kimberly S. Haik  
Notary Public Signature  
My County of Residence: Lake  
This instrument prepared by: Kent J. Mishler  
Vice President  
Print Name: Kimberly S. Haik  
My Commission Expires: 12-13-93



11200  
cm

Legal Description of Mortgaged Premises:  
PARCEL 1:

The East 137.3 feet of the following:

A part of the North 1/2 of the North 1/2 of the Southwest 1/4 of Section 20, Township 36 North, Range 7 West of the 2nd P.M., Hobart Township, Lake County, Indiana, more particularly described as beginning at a point 848.90 feet East of the intersection of the dedicated East line of Viking Village Subdivision as shown in Plat Book 33, page 15, in the Recorder's Office, Lake County, Indiana, with the North line of Trotman's First Subdivision to Hobart, as shown in Plat Book 23, page 50, in the Recorder's Office, Lake County, Indiana, said point of intersection being the Southeast corner of said Viking Village Subdivision and in the center line of 34th Avenue and is a point found by commencing at the Northwest corner of said North 1/2 of the North 1/2 of the Southwest 1/4 of said Section 20 and thence South 1 degrees 18 minutes East on the West line of said Section 20 a distance of 659.97 feet to the South line of said Viking Village Subdivision; thence East on said South line 1505.22 feet to the point of beginning; thence continuing East 550.00 feet on the center line of 34th Avenue; thence North at a right angle to the center line of 34th Avenue for a distance of 130 feet to the South line of dedicated Viking School Third Subdivision as shown in Plat Book 36, page 10, in the Recorder's Office, Lake County, Indiana; thence West on said South line 550.00 feet; thence South at right angles 130 feet to the point of beginning in the center line of 34th Avenue and the North line of Trotman's Second Subdivision to Hobart, as shown in Plat Book 23, page 51, in the Recorder's Office of Lake County, Indiana.

## PARCEL 2:

The East 103.6 feet of the West 310.7 feet of the following:

A part of the North 1/2 of the North 1/2 of the Southwest 1/4 of Section 20, Township 36 North, Range 7 West of the 2nd P.M., Hobart Township, Lake County, Indiana, more particularly described as beginning at a point 848.90 feet East of the intersection of the dedicated East line of Viking Village Subdivision as shown in Plat Book 33, page 15, in the Recorder's Office, Lake County, Indiana, with the North line of Trotman's First Subdivision to Hobart, as shown in Plat Book 23, page 50, in the Recorder's Office, Lake County, Indiana, said point of intersection being the Southeast corner of said Viking Village Subdivision and in the center line of 34th Avenue and is a point found by commencing at the Northwest corner of said North 1/2 of the North 1/2 of the Southwest 1/4 of said Section 20 and thence South 1 degrees 18 minutes East on the West line of said Section 20 a distance of 659.97 feet to the South line of said Viking Village Subdivision; thence East on said South line 1505.22 feet to the point of beginning; thence continuing East 550.00 feet on the center line of 34th Avenue; thence North at a right angle to the center line of 34th Avenue for a distance of 130 feet to the South line of dedicated Viking School Third Subdivision as shown in Plat Book 36, page 10, in the Recorder's Office, Lake County, Indiana; thence West on said South line 550.00 feet; thence South at right angles 130 feet to the point of beginning in the center line of 34th Avenue and the North line of Trotman's Second Subdivision to Hobart, as shown in Plat Book 23, page 51, in the Recorder's Office of Lake County, Indiana.

Mortgage Dated

December 10, 1990

COMMITMENT NO.

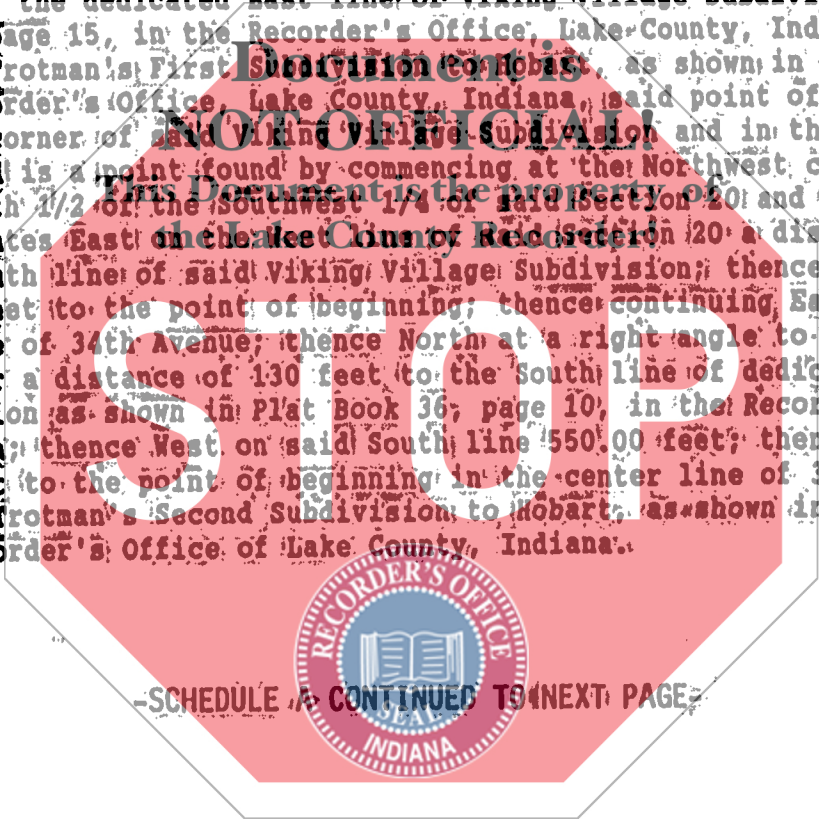
L 3196

ITEM 4: CONTINUED

PARCEL 3:

The East 102 feet of the West 412.7 feet of the following:

A part of the North 1/2 of the North 1/2 of the Southwest 1/4 of Section 20, Township 36 North, Range 7 West of the 2nd P.M., Hobart Township, Lake County, Indiana, more particularly described as beginning at a point 848.90 feet East of the intersection of the dedicated East line of Viking Village Subdivision as shown in Plat Book 33, page 15, in the Recorder's Office, Lake County, Indiana, with the North line of Trotman's First Subdivision to Hobart, as shown in Plat Book 23, page 50, in the Recorder's Office, Lake County, Indiana, said point of intersection being the Southeast corner of said Viking Village Subdivision and in the center line of 34th Avenue and is a point found by commencing at the Northwest corner of said North 1/2 of the North 1/2 of the Southwest 1/4 of said Section 20 and thence South 1 degrees 18 minutes East on the center line of Section 20 a distance of 659.97 feet to the South line of said Viking Village Subdivision; thence East on said South line 1505.22 feet to the point of beginning; thence continuing East 550.00 feet on the center line of 34th Avenue; thence North at a right angle to the center line of 34th Avenue for a distance of 130 feet to the South line of dedicated Viking School Third Subdivision as shown in Plat Book 36, page 10, in the Recorder's Office, Lake County, Indiana; thence West on said South line 550.00 feet; thence South at right angles 130 feet to the point of beginning in the center line of 34th Avenue and the North line of Trotman's Second Subdivision to Hobart, as shown in Plat Book 23, page 51, in the Recorder's Office of Lake County, Indiana.



-SCHEDULE A CONTINUED TO NEXT PAGE-

COMMITMENT NO:

L 3196

ITEM 4 CONTINUED

PARCEL 4:

The West 207.1 feet of the following:

A part of the North 1/2 of the North 1/2 of the Southwest 1/4 of Section 20, Township 36 North, Range 7 West of the 2nd P.M., Hobart Township, Lake County, Indiana, more particularly described as beginning at a point 848.90 feet East of the intersection of the dedicated East line of Viking Village Subdivision as shown in Plat Book 33, page 15, in the Recorder's Office, Lake County, Indiana, with the North line of Trotman's First Subdivision to Hobart, as shown in Plat Book 23, page 50, in the Recorder's Office, Lake County, Indiana, said point of intersection being the Southeast corner of said Viking Village Subdivision and in the center line of 34th Avenue and is a point County by commission; thence North Northwest corner of said North 1/2 of the North 1/2 of the Southwest 1/4 of said Section 20 and thence South 1 degree 18 minutes East on the West line of said Section 20 a distance of 659.97 feet to the South line of said Viking Village Subdivision; thence East on said South line 1505.22 feet to the point of beginning; thence continuing East 550.00 feet on the center line of 34th Avenue; thence North at a right angle to the center line of 34th Avenue for a distance of 130 feet to the South line of dedicated Viking School Third Subdivision as shown in Plat Book 36, page 10, in the Recorder's Office, Lake County, Indiana; thence West on said South line 550.00 feet; thence South at right angles 130 feet to the point of beginning in the center line of 34th Avenue and the North line of Trotman's Second Subdivision to Hobart, as shown in Plat Book 23, page 51, in the Recorder's Office of Lake County, Indiana.



-END OF SCHEDULE A-