

91019002

MORTGAGE

32-0012677

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

THIS INDENTURE, made this, the 15th day of April 1991, by and between Drake Apartments, Inc., an Indiana corporation, hereinafter called "Mortgagor," or "Mortgagors," party of the first part, and Calumet National Bank, a National banking institution having its principal office at 5231 Hohman Avenue, Hammond, Indiana 46320, hereinafter sometimes, called the "mortgagee," party of the second part, WITNESSETH:

THAT WHEREAS, in consideration for and to secure the payment of the principal sum of FIFTY SIX THOUSAND NO HUNDRED AND NO/100 DOLLARS (\$56,000.00), evidenced by that certain mortgage note of even date herewith in said principal amount, payable with interest and in such manner as set forth therein, and all future advances and additional amounts, all of said principal and interest payments being payable in legal tender of the United States of America at such place in the United States of America as the legal holder thereof may from time to time direct, and all principal and interest payments being with attorney's fees and without relief from valuation and appraisal laws of Indiana, and bearing interest after maturity until paid at the highest rate for which it is now lawful to contract in Indiana, which mortgage note shall mature and be due and payable in full on or before the 15TH day of April, 2006.

NOW THEREFORE, the mortgagors, in consideration of 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 mortgagors, do hereby MORTGAGE and WARRANT unto the mortgagee, its successors and assigns, all and singular the real estate situated, lying and being in the County of Lake and State of Indiana, known and described as follows:

Lots 41 and 42, Block 1, Gostlin and Webb's Harrison Park addition, to the city of Hammond, as shown in Plat Book 4, page 21, in Lake County, Indiana a/k/a. 226 Waltham, Hammond, Indiana 46320

Together with all and singular the tenements, hereditaments, privileges and appurtenances there unto belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; and also all the fixtures of every kind of real estate and premises that are now or may hereafter be placed thereon; and, also all the right, title, interest and estate of the mortgagors in and to said premises hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisal laws of the State of Indiana, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the mortgagors expressly covenant and agree with the mortgagee as follows, to-wit:

1. That the mortgagors will pay all the said note and indebtedness herein mentioned according to 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 appraisal laws.

For 91019003 see doc. #



STATE OF INDIANA/S.S. NO.
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2. That the mortgagor will keep the buildings, fences, fixtures, improvements and betterments now on said 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 mortgagor will pay, before the same become delinquent, all taxes, assessments and special assessments of every kind that may be levied upon said premises or part thereof.

4. That the mortgagor will keep all buildings that may at any time on said premises during the continuance of said indebtedness insured against all 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 mortgagor fails to pay any tax, assessment, or special assessment, or fails to keep the building, fences, and fixtures on said premises in good repair and insured as above provided, the mortgagee may 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 line of this mortgage thereon, and may employ attorneys to defend any suit affecting or involving 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 monies paid for any such purpose and all 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 mortgagor agree to pay all sums so advanced with interest without relief from valuation and appraisal 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, assessment 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, on the part of the mortgagor 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 of 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 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 appraisal laws.

7. In the event that any payment provided for in the note secured hereby shall become overdue for a period in excess of ten (10) days, the mortgagors agree to pay a "late charge" of 2.00% of the unpaid, outstanding principal balance divided by twelve (12); an example of such a computation is as follows: outstanding principal of \$56,000.00 multiplied by .02 divided by 12 equals \$93.33.

8. 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 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.

9. 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 complete title search of 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.

10. That the mortgagee, at its option, may extend the maturity of the note and indebtedness hereby, ~~This Document is the property of the Lake County Recorder.~~ This Document is the property of the Lake County Recorder, upon written agreement executed by the mortgagor, 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 forbearance or delay of the mortgagee in enforcing any of the provisions of this indenture, shall operate to impair the lien hereof or waive any rights accrued or that might accrue hereunder.

11. That this indenture and the note secured hereby are made and executed under, and are, in all respects, to be construed by the laws of the State of Illinois and that the various rights, powers, options, election, 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 insure to the benefit of the successors and assigns of the mortgagee and of all holders of said note.

12. Said mortgaged premises shall not be sold or transferred without the written consent of the mortgagee, and no contract or agreement shall be entered into by the mortgagors whereby anyone may acquire the right to a lien, mortgage or other encumbrance upon the mortgaged premises, without the written consent of the mortgagee first had and obtained.

13. That whenever the mortgagor shall have fully paid the indebtedness hereby secured, with all the interest 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 shall cease and determined (but not otherwise), and the mortgagor 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),

Drake Apartments, Inc.

John J. Conway
John J. Conway,
Secretary

Jerry Drake
Jerry Drake,
President

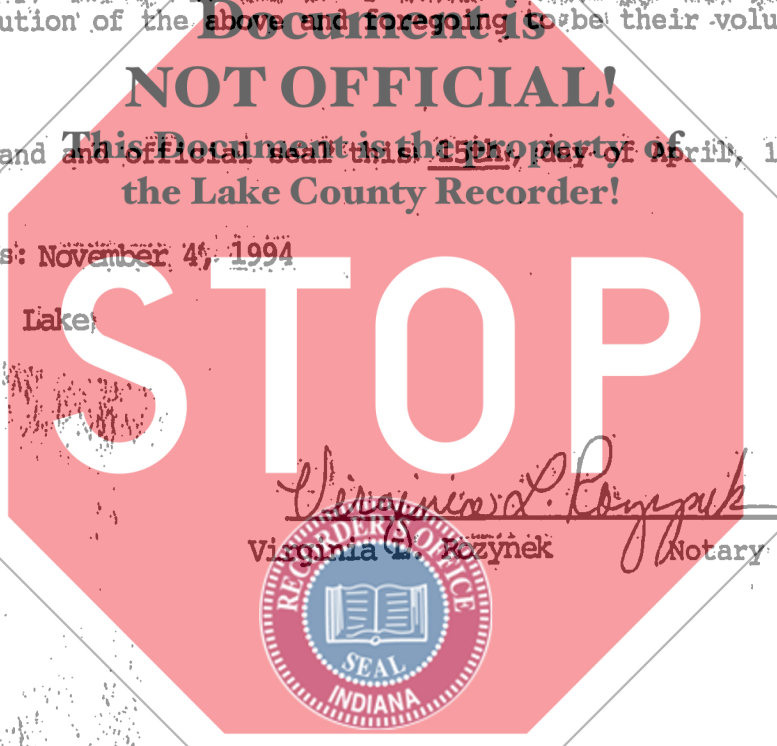
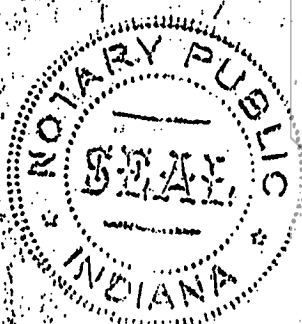
STATE OF INDIANA)
)SS
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared ~~John J. Conway, Secretary, and Jerry Drake, President, who has~~ **Document is NOT OFFICIAL!** acknowledged the execution of the above and foregoing to be their voluntary act and deed.

~~GIVEN~~ under my hand and official seal this ~~15th~~ **This Document is the property of the Lake County Recorder!** day of April, 1991

My Commissions expires: November 4, 1994

County of residence: Lake



Virginia L. Rozynek
Virginia L. Rozynek Notary Public

This instrument was prepared by: Terrence J. Farrell, Senior Vice President, Mortgage Loan Department.

TJF/mj