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205 West Randolph St, Suite 2201, Chicago, IL 60606

1052276 #4423 91021804 REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That Lake County Trust Company as Trustee under Trust Agreement dated March 11, 1991 and known as Trust #4268

(the "Mortgagor") of Lake County, State of Indiana, MORTGAGE AND WARRANT to SPALTER FINANCE CO., 8831-33 Gross Point Road, Skokie, Illinois 60077 - 708/675-7720

(the "Mortgagee") of Cook County, State of Illinois, the following described real estate in Lake County, Indiana:

PARCEL I: Lot 19, Block 1, Golfmoor, in the City of Gary, as shown in plat book 18, page 35, in Lake County, Indiana commonly known as 3436 Johnson Street, Gary, Indiana. Tax No. 43-290-19

PARCEL II: The West 54 feet of Lot 6, Block 6, Hill Terrace, in the City of Gary, as shown in Plat Book 31, Page 19, in Lake County, Indiana commonly known as 1401 E. 50th Place, Gary, Indiana 46409. Tax No. 45-447-6

PARCEL III: Lots 9 and 10, Block 2, South Broadway Addition to Gary, as shown in Plat Book 7, Page 8, in Lake County, Indiana commonly known as 3532 Connecticut Street, Gary, Indiana 46409. Tax No. 47-66-9

(hereinafter referred to as the "Mortgaged Premises" together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with the Mortgaged Premises, and all the rents, issues, income and profits thereof.



This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated April 3, 1991 in the principal amount of ONE HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-ONE AND 88/100 Dollars (\$171,771.88) with interest as therein provided and with a final maturity date of April 10, 2001.

Said principal and interest are payable as follows: ONE THOUSAND FOUR HUNDRED THIRTY-ONE AND NO/100 (\$1,431.00) DOLLARS ON FRIDAY THE 10TH DAY OF MAY, 1991, ONE THOUSAND FOUR HUNDRED THIRTY-ONE AND NO/100 (\$1,431.00) DOLLARS ON THE SAME DAY OF EACH AND EVERY MONTH THEREAFTER, FOR (118) ONE HUNDRED EIGHTEEN MONTHS, AND A FINAL INSTALLMENT OF ONE THOUSAND FOUR HUNDRED EIGHTY-TWO AND 88/100 (\$1,482.88) DOLLARS ON TUESDAY THE 10TH DAY OF APRIL, 2001.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

1. **Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
2. **No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
3. **Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
4. **Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
5. **Advancements to Protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of twelve per centum (12%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

INDIANA DIVISION OF RECORDS & ADMINISTRATION

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- 6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
- 7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
- 8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.
- 9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

UNDERSIGNED AGREES TO DEPOSIT WITH SPALTER FINANCE CO. EACH MONTH, ON OR BEFORE THE DATE EACH PAYMENT IS DUE, A SUM EQUAL TO 1/12 OF THE AMOUNT SPALTER FINANCE CO. DEEMS NECESSARY TO MEET THE ANNUAL REAL ESTATE TAXES AND INSURANCE. UNTIL FURTHER NOTICE, THE MONTHLY DEPOSIT SHALL BE \$ZERO. IF UNDERSIGNED FAILS TO MAKE ANY SUCH DEPOSIT ON TIME, SPALTER FINANCE CO. MAY DECLARE THE NOTE SECURED BY THIS REAL ESTATE MORTGAGE IN DEFAULT AND EXERCISE ITS RIGHTS OF ACCELERATION. PAST DUE PAYMENTS MAY BE PAID OUT OF SAID ESCROW BEFORE TAXES AND INSURANCE. ANY OTHER EXPENDITURE MADE BY SPALTER FOR WHICH UNDERSIGNED MUST REIMBURSE SPALTER MAY ALSO BE PAID OUT OF SAID ESCROW BEFORE TAXES AND INSURANCE. SPALTER MAY COMINGLE THE ESCROW FUNDS WITH THE REST OF ITS ASSETS. THIS PARAGRAPH ALSO COVERS LIFE INSURANCE.



IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this 7<sup>th</sup> day of May

19 91 LAKE COUNTY TRUST COMPANY as Trustee  
 under Trust No. 4168  
 Signature \_\_\_\_\_  
 Printed SEE SIGNATURE PAGE ATTACHED



Signature \_\_\_\_\_ Printed \_\_\_\_\_  
 Signature \_\_\_\_\_ Printed \_\_\_\_\_

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_ SS:

Before me, a Notary public in and for said County and State, personally appeared \_\_\_\_\_

who acknowledged the execution of the foregoing mortgage.  
 Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Signature \_\_\_\_\_  
 Printed \_\_\_\_\_  
 NOTARY PUBLIC

My commission expires \_\_\_\_\_ Residing in \_\_\_\_\_ County, Indiana.

This instrument was prepared by \_\_\_\_\_, attorney at law.

Return to \_\_\_\_\_

This Mortgage is executed by LAKE COUNTY TRUST COMPANY, 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 said LAKE COUNTY TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said Lake County Trust Company personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Lake County Trust Company personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 7th day of May, 19 91.



LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated March 11, 1991 and known as Trust No. 4158

BY: Karyn Zasada  
Karyn Zasada, Trust Officer

ATTEST:

BY: Angela Newcomb  
Angela Newcomb, Assistant Secretary

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Trust Officer and Assistant Secretary of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as trustee.

Witness my hand and seal this 7th day of May, 19 91.

Angeline Bravos  
Angeline Bravos Notary Public  
Resident: Lake County, Indiana

My Commission Expires:  
May 15, 1993