

91021900

LAW ONE

ENTER

CROWN POINT, IN 46307

REAL ESTATE MORTGAGE

THIS INDENTURE is made this 7th day of May, 1991, between Patrick J. Schacki and Carolyn J. Schacki husband and wife of Lake County, Indiana ("Mortgagor") and INB NATIONAL BANK, NORTHWEST, a national banking association having its principal place of business in Lafayette, Indiana ("Mortgagee") and the same

LAWYERS TITLE INS. CORP. ONE PROFESSIONAL CENTER SUITE 215 CROWN POINT, IN 46307

WITNESSETH THAT In consideration of the advancement of the sums hereinafter referred to, and for the purpose of securing the repayment of said sums, together with interest thereon, and the performance of the covenants hereinafter set out, the Mortgagor MORTGAGES and WARRANTS to the Mortgagee, and its successors and assigns, the real estate more particularly described on Exhibit A annexed hereto and incorporated herein by reference thereto,

Together with all buildings, other structures and improvements now or hereafter located thereon, all fixtures now or hereafter affixed thereto, and all tenements, hereditaments, appurtenances, easements and rights-of-way now or hereafter belonging or appertaining thereto, and all mineral, oil and gas and water rights, all of which for the purposes of this Mortgage, are hereby declared to be a part of said real estate and thereby subject to the lien of this Mortgage, which real estate and other property are hereinafter referred to as the "Premises," and

Together with the rents, royalties, issues, profits and income earned or received (or to be earned or received) therefrom.

This Mortgage shall secure:

1. The payment of that certain promissory notes, hereinafter called the "Note" of even date herewith executed by Patrick J. Schacki and Carolyn J. Schacki in the principal sum of Three Hundred Thousand and no/100 Dollars (\$ 300,000.00 ) which is payable, with interest thereon as therein provided, in installments, the last of which shall become due and payable on November 7, 1991, all according to the tenor and effect of said Note;
2. The payment of such additional sums as may become due and payable by the Mortgagor to the Mortgagee under the Note or under the terms of this Mortgage; and
3. The observance and performance by the Mortgagor of the obligations to be observed and performed by it under this Mortgage.

It is further agreed between the parties as follows:

1. Prompt Payment and Performance: The Mortgagor shall pay, promptly when due, each and every installment of the indebtedness payment of which is secured by this Mortgage (the "Mortgage Indebtedness"), and the Mortgagor shall observe and perform all of the obligations to be observed and performed by it under this Mortgage. Time is of the essence of this Mortgage.

2. Warranties: The Mortgagor warrants and covenants that:

a. Mortgagor is the owner in fee simple of the real estate subject to this Mortgage (the "Premises"), free and clear of all conflicting claims of ownership and free and clear of any and all mortgages, security interests, encumbrances, liens and possessory interests whatsoever, except;

- i. the lien of this Mortgage
- ii. the lien of real property taxes

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Acmt of rents



STATE OF INDIANA/S.S. NO. LAKE COUNTY FILED MAY 9 1991 ROBERT E. ROBERTSON

not yet due and payable:

- iii. utility easements of record.
- iv. limitations on access to adjoining public highways established under instruments of record, and
- v. rights of tenants in possession under leases terminable without cause upon notice of thirty days or less.

b. Mortgagor has full right, without the approval or consent of any other person, to mortgage the Premises; and

c. Mortgagor will defend the validity of this Mortgage and the priority of the lien hereof over all other encumbrances, liens and interests which may be asserted against or in the Premises (other than those set out in sub-paragraph a above).

3. Taxes: The Mortgagor shall pay, promptly when due and before any penalty attaches for the non-payment thereof, all real and personal property taxes, assessments and other charges which are now or shall hereafter become a lien on the Premises or any part thereof: provided, however, that the Mortgagor shall not be required to pay any such tax, assessment or charge so long as the Mortgagor in good faith contest the validity thereof and provide for the payment of such tax, assessment or charge in a manner satisfactory to the Mortgagee.

4. Casualty Insurance: The Mortgagor shall keep all of the buildings, structures and other improvements which constitute a part of the Premises fully insured against loss or damage by fire, windstorm, extended coverage perils, and such other hazards as may reasonably be required by the Mortgagee, in amounts equal to the full replacement value of such buildings, structures and improvements, and with insurers approved by the Mortgagee, and shall pay, promptly when due, all premiums on all such insurance. All such insurance policies and renewals thereof shall be held by the Mortgagee and shall have attached thereto loss payable clauses in favor of and in the form approved by the Mortgagee.

In the event of loss, the Mortgagor shall give immediate notice to the Mortgagee, and the Mortgagee may make proof of loss if not made promptly by the Mortgagor. At the option of the Mortgagee the proceeds payable under any such insurance policy in the event of loss may be applied in whole or in part to payment of the indebtedness secured hereby, or to the restoration or repair of the Premises, without in any way affecting the lien of this Mortgage or the obligation of the Mortgagor for payment of the indebtedness secured hereby. In the event of foreclosure of this Mortgage or other transfer of title to the Premises in satisfaction of the indebtedness secured hereby, the Mortgagee shall be entitled to all of the Mortgagor's right, title and interest in any such insurance policy or policies then in force, including any amounts payable thereunder and any premium refund arising therefrom.

5. Liability Insurance: The Mortgagor shall carry, with insurers acceptable to the Mortgagee, comprehensive general liability insurance applicable to the Premises with limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence for death or injury to persons and Five Hundred Thousand Dollars (\$500,000.00) per occurrence for damage to property.



6. Escrow Option of Mortgage: Unless and until otherwise requested by the Mortgagee, the Mortgagor shall pay all taxes, assessments and charges directly to the governmental authority levying or imposing the same and shall pay all insurance premiums directly to the insurers. However, the Mortgagee may elect at any time to have said taxes, assessments and charges and said premiums paid through its office or agent, and in such case, the Mortgagor shall, upon request, pay into escrow to the Mortgagee, at the time each monthly payment of principal and interest payable under the Note is due hereunder, a prorated portion of the taxes, assessments and charges and insurance premiums next to become due, as estimated by the Mortgagee to be sufficient to enable the Mortgagee to pay such expenses at least thirty days before they become due. If such escrow fund is not sufficient to enable the Mortgagee to pay such taxes, assessments and charges and such insurance premiums in full, then the Mortgagor shall immediately pay to the Mortgagee any deficit therein. Said escrow fund shall not be deemed to be a trust fund, and may be commingled with the general funds of the Mortgagee and shall not bear interest. In the event of a default by the Mortgagor in the payment of the indebtedness secured hereby or in the observance and performance of any of the obligations to be observed and performed by then hereunder, such escrow fund may, at the option of the Mortgagee, be applied to payment of the indebtedness secured hereby.

7. Waste: The Mortgagor (a) shall not commit waste (or permit or suffer waste to be committed) on the Premises, (b) shall not demolish, remove, or substantially alter (or permit or suffer the demolition, removal or substantial alteration of) any buildings, structures or other improvements or fixtures which are a part of the Premises without the prior written consent of the Mortgagee, (c) shall maintain (or see to the maintenance of) the Premises in good condition and good repair, and (d) shall comply fully (or see to the full compliance) with all statutes, ordinances, regulations and laws of any governmental authority applicable thereto.

8. Condemnation: In the event that the Premises or any part thereof are taken under the power of eminent domain, the Mortgagee shall be entitled to the entire proceeds of the award or other payment made by the condemning authority or company, which shall be paid directly to the Mortgagee and applied on the indebtedness secured hereby. The Mortgagee may, at its option, appear in and defend against any condemnation action or proceeding and make any compromise or settlement in connection therewith, and the Mortgagor hereby designate and appoint the Mortgagee as their attorney-in-fact to receive, receipt for, discharge and satisfy any such award or settlement.

9. Further Assurances: The Mortgagor shall, upon request, execute, acknowledge and deliver to the Mortgagee such other and further mortgages, assignments of rents, security agreements and other instruments of hypothecation as the Mortgagee may, in its judgment, determine to be necessary or appropriate in order to confirm or perfect the lien of this Mortgage on (and the security interest granted hereunder in) the Premises and the rents, issues, profits and income therefrom, and the security interest granted hereunder in the fixtures affixed thereto. Any such security agreement may authorize the Mortgagee to execute and file UCC financing statements without the signature of the Mortgagor thereon. Further, the Mortgagor shall, upon request, execute, acknowledge and deliver to the Mortgagee an assignment of any lease of the Premises or any portion thereof, in such form as the Mortgagee may prescribe. Any such assignment may authorize the Mortgagee upon demand to require direct payment of the rent reserved under said lease directly to the Mortgagee.

10. Limitation on Disposition of Premises: The Mortgagor shall not convey, sell, donate, lease or otherwise dispose of (or enter into any contract to convey, sell, donate, lease or otherwise dispose of, or grant any option to purchase, lease, or otherwise acquire) the Premises or any portion thereof or any interest therein without the prior written consent of the Mortgagee (which consent may be withheld for any reason, including, without limitation, an increase in prevailing commercial mortgage interest rates): provided, that the Mortgagor may lease the Premises or any portion thereof to any person without such consent so long as (a) the lease is subordinate to this Mortgage, (b) the rent reserved in said lease shall not be payable more than thirty (30) days in advance, and (c) the lease does not contain an option to purchase.

11. Prohibition Against Liens: The Mortgagor shall not make, suffer or permit any mortgage, mechanic's lien, judgment lien, security interest in fixtures or any other lien or security interest, other than the lien of this Mortgage and the security interest granted hereunder the the lien of real property taxes not yet due and payable, to attach to the Premises, whether such other mortgage, lien or security interest is superior or inferior to the lien of this Mortgage and the security interest granted herein.

12. Right to Inspect Premises: The Mortgagee shall have the right to inspect the Premises at any reasonable time or times.

13. Protection of Security and Right to Cure Defaults: In the event that the Mortgagor fails to observe or perform any obligation to be observed or performed by it hereunder, or in the event that any action or proceeding is commenced which materially affects the validity or priority of the lien of this Mortgage or the security interest granted hereunder or impairs the value or usefulness of the Premises (including, without limitation, eminent domain, zoning or building code enforcement, bankruptcy, insolvency or probate proceedings) the Mortgagee may, at its option (and in addition to any other remedy which it may have in such event) advance such sums and take such action (including, without limitation, engagement of counsel) as may be necessary, in its judgment, to fully cure such default, or to fully protect the validity and priority of the lien of this Mortgage and the security interest granted herein and preserve the value and usefulness of the Premises, and all sums so advanced and all expenses incurred by it in curing such default or protecting its interest shall constitute additional indebtedness of the Mortgagor to the Mortgagee, which shall be payable forthwith and without additional notice or demand, shall bear interest from the date advanced or incurred until the date paid at the rate of Twenty-one percent (21%) per annum and shall be payable with attorneys' fees and costs of collection. Nothing contained in this paragraph 13 shall require Mortgagee to incur any expense or take any action hereunder.

14. Events of Default: Each of the following shall constitute an event of default by the Mortgage hereunder:

a. The Mortgagor's failure to pay, promptly when due, any installment of the Mortgage Indebtedness (principal or interest);

b. The Mortgagor's failure to observe or perform any obligation to be observed or performed by it hereunder, and the continuation of such failure for fifteen days after notice thereof;

c. A default by the Mortgagor or any guarantor of the Mortgage Indebtedness under any other mortgage which also secured the payment of the Mortgage Indebtedness or any guaranty of the Mortgage Indebtedness or any assignment of rents or other instrument or agreement which secured the payment of the Mortgage Indebtedness;

d. The filing by the Mortgagor of a voluntary petition for relief under any chapter of the Bankruptcy Code or the commencement by it of any proceeding for the appointment of a



receiver or any other proceeding under any law for the protection of debtors;

e. The execution by the Mortgagor of an assignment for the benefit of creditors; or

f. The filing against Mortgagor of a petition for relief under any chapter of the Bankruptcy Code or the commencement against it of any proceeding for the appointment of a receiver or any other proceeding under any law respecting insolvent debtors, and the failure of the Mortgagor to procure the dismissal of such petition or proceeding within thirty days after it has been filed or commenced.

15. Acceleration: In the event that the Mortgagor shall be in default hereunder, then all of the indebtedness payment of which is secured by this Mortgage shall, at the option of the Mortgagee and without further notice or demand, become immediately due and payable.

16. Remedies: In the event that the Mortgagor shall be in default hereunder, the Mortgagee may, without further notice or demand:

a. Enter upon and retake possession of the Premises, and receive and collect all of the rents, issues, profits and income therefrom, and in each case all sums so realized shall be: first, applied to the reasonable expenses incurred by the Mortgagee in reentering and retaking of the Premises and in receiving and collecting the rents, issues, profits and income therefrom; second, to the payment of reasonable attorneys' fees and cost of collection incurred in connection therewith; and third, to the payment of the Mortgage indebtedness;

b. Apply to any court of competent jurisdiction for and obtain therefrom the appointment, ex parte and without notice, of a receiver to take possession of the Premises and to receive and collect the rents, issues, profits and income therefrom, and in such case all sums realized by said receiver shall be applied: first, to all expenses, including attorneys' fees, incurred by the Mortgagee in obtaining the appointment of said receiver; second, to the payment of all costs and expenses, including the receiver's fee and reasonable attorneys' fees, incurred by the receiver in taking possession of the premises and in receiving and collecting the rents, issues, profits and income therefrom; and third, to the payment of the Mortgage Indebtedness;

c. Foreclose this Mortgage in any court of competent jurisdiction; and

d. Exercise any and all other remedies which may be available to it at law or in equity.

17. Non-Exclusivity: All of the foregoing remedies shall be cumulative, and not exclusive, and the Mortgagee may exercise any one or more or all of them at any time and from time to time as the occasion therefor arises.

18. Application of Proceeds of Foreclosure Sale: All sums realized upon the foreclosure of this Mortgage shall be applied: first, to the payment of reasonable attorneys' fees and collection costs incurred by the Mortgagee in connection with said foreclosure; second, to the payment of so much of the Mortgage Indebtedness as constitutes interest; and third, to the payment of so much of the Mortgage Indebtedness as constitutes principal.

19. Effect of Waiver or Release: The failure of the Mortgagee to exercise any right or remedy available to it hereunder shall not constitute a waiver of such right or remedy for any continuing or repeated default, and shall not bar the Mortgagee from the exercise of such right or remedy or any other right or remedy available to it hereunder.

The release of any person liable for any indebtedness secured hereby or the grant of an extension of time for any payment thereof, or the acquisition of other or additional

security for the payment thereof, or the release of any portion of the security therefor shall not release the Mortgagor or any maker or guarantor of the Notes or any other indebtedness secured hereby from its or his obligations on said Notes or any guaranty thereof or under this Mortgage, nor preclude the holder from exercising any right, power or privilege granted by law or by the terms hereof.

20. Collection Costs: All indebtedness, payment of which is secured by this Mortgage shall be payable with reasonable attorneys' fees and costs of collection.

21. Waiver of Valuation Laws: All of the Mortgage Indebtedness shall be payable without relief from valuation and appraisal laws.

22. Notices: Any notice to be given in connection herewith shall be deemed to have been properly given if

a. In the case of a notice to the Mortgagor, said notice is delivered personally to or deposited in the United States Postal Service mail, postage prepaid, addressed to 294 W. Joliet Rd., Valparaiso, IN 46383 or to such other address as the Mortgagor may from time to time notify the Mortgagee, and,

b. In the case of a notice to the Mortgagee, if delivered personally to or deposited in the United States Postal Service mail, postage prepaid, addressed to INB NATIONAL BANK, NORTHWEST, 437 South Street, Lafayette, Indiana 47901, or to such other address as the Mortgagee may from time to time notify the Mortgagor.

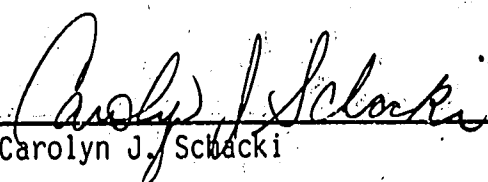
23. Purchase-Money Mortgage: This Mortgage is not a purchase-money mortgage.

24. Notice of Obligations: This Mortgage shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

25. Books and Records: Mortgagor shall keep and maintain at all times at Mortgagor's address stated above, or such other place as Mortgagee may approve in writing, complete and accurate books of the operation of the Property and copies of all written contracts, leases and other instruments which affect the Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Mortgagee. Upon Mortgagee's request, Mortgagor shall furnish to the Mortgagee, within one hundred and twenty days after the end of each fiscal year of Mortgagor, a balance sheet, a statement of income and expenses of the Property and Mortgagee, and a statement of changes in financial position, each in reasonable detail and certified by Mortgagor and, if Mortgagee shall require, by an independent certified public accountant. Mortgagor shall furnish, together with the foregoing financial statements and at any other time upon Mortgagee's request, a rent schedule for the Property, certified by Borrower, showing the name of each tenant, the space occupied, the lease expiration date, the rent payable and the rent paid.

MADE on the date first above written.

  
Patrick J. Schacki

  
Carolyn J. Schacki

STATE OF INDIANA )

COUNTY OF LAKE )

SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 7th day of May, 1991, personally appeared Patrick J. Schacki and Carolyn J. Schacki and acknowledged the execution of the foregoing Real Estate Mortgage, as a voluntary act and deed.

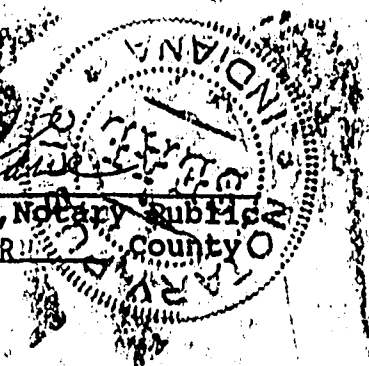
Witness my hand and seal.

*Karen L. Kane*

Karen L. Kane  
Resident of

PORTER

Notary Public  
County of



My Commission Expires:

09/09/94

This Instrument was prepared by INB National Bank, Northwest  
by John D. Martin  
Senior Vice President

**Documents  
NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

**STOP**





"EXHIBIT A"

Parcel 1: Lot 1, Barclay-Wood Estates, as shown in Plat Book 70, page 25, Lake County, Indiana.

Parcel 2: Lot 2, Barclay-Wood Estates, as shown in Plat Book 70, page 25, Lake County, Indiana.

