

91022039

MORTGAGE

33-0012681

THIS INDENTURE, made this, the 26th day of April 1991, by and between Ronald Austgen and Mary Austgen, husband and wife, 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 THREE HUNDRED SEVENTY SIX THOUSAND NO HUNDRED AND NO/100 (\$376,000.00), 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 11TH day of November 2003.

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:

Part of the North Half of the Southwest quarter of Section 25, Township 33 North, range 9 West of the 2nd P. M., described as follows: commencing at the Northeast corner of Lot 70, as shown on the recorded Plat of Woodland Manor Unit No. 1; thence East along the south line of Driftwood Drive extended East a distance of 330.0 feet to a line that is parallel to and 30 feet West of the East line of said North half of the Southwest quarter; thence South along said parallel line a distance of 168.59 feet; thence West a distance of 330.01 feet to the East line of Woodland Manor unit No. 1; thence North along said East line a distance of 167.66 feet to the point of beginning, in the Town of Lowell, Lake County, Indiana a/k/a 1680 and 1690 Driftwood, Lowell, Indiana 46356

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 91022040 see doc #



MAY 9 11 16 AM '91

STATE OF INDIANA/S.S. NO. LAKE COUNTY FILED FOR RECORD

INDIANA DIVISION

1500 ct

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 at law to perform any service connected with 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 appraisement 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 appraisement laws.

7. In the event that any payment provided for in the note secured hereby shall become overdue for a period in excess of one (1) 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 \$376,000.00 multiplied by .02 divided by 12 equals \$626.66.

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, for any balance due thereon, from time to time, 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),

Ronald Austgen
Ronald Austgen

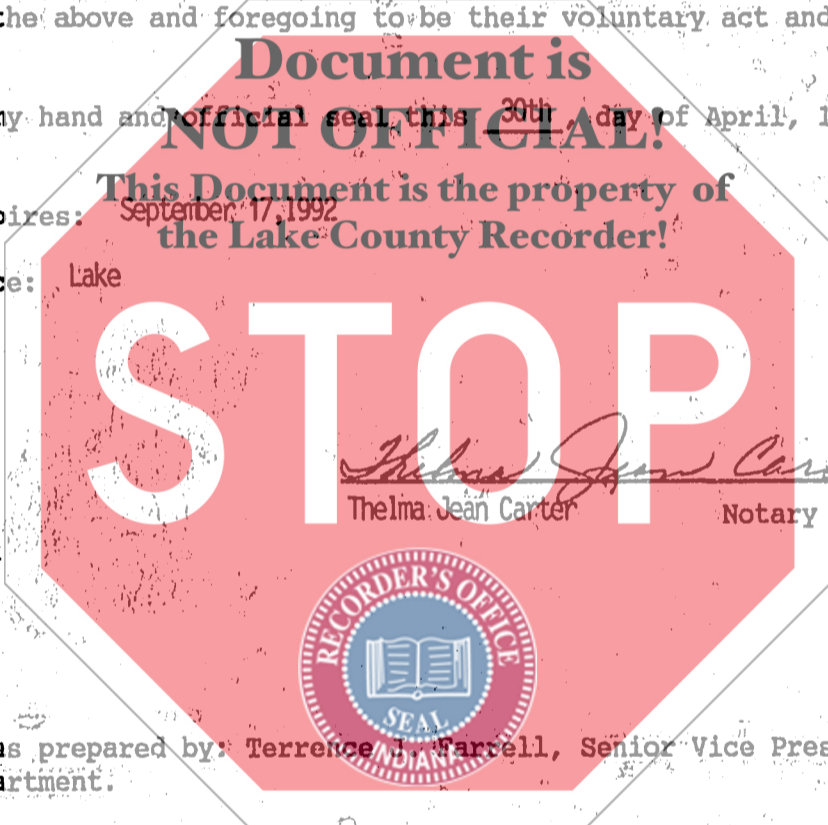
Mary Austgen
Mary Austgen

STATE OF INDIANA)
)SS
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Ronald Austgen and Mary Austgen, husband and wife, who has acknowledged the execution of the above and foregoing to be their voluntary act and deed.

GIVEN under my hand and official seal this 30th day of April, 1991

My Commissions expires: ^{September 17, 1992}
County of residence: Lake



Thelma Jean Carter
Thelma Jean Carter Notary Public



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

TJF/mj

BIWEEKLY PAYMENT RIDER
(Fixed Rate—Without Conversion)

THIS BIWEEKLY PAYMENT RIDER is made this 30th day of April, 1991 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to CALUMET NATIONAL BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1680 and 1690 Driftwood, Lowell, Indiana 46356
[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments as follows:

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on May 14th, 1991. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly payments will be applied to interest before principal. If, on November 11th, 2003, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my biweekly payments at 1806 Robin Hood Boulevard, Schererville, Indiana 46375 or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 2,020.26

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

The Security Instrument is amended as follows:

- (1) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.
- (2) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the word "twelve" is changed to "twenty-six."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

Ronald Austgen (Seal)
Ronald Austgen -Borrower

Mary Austgen (Seal)
Mary Austgen -Borrower