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Real Estate Mortgage 91023140

INB National Bank, n.w.
437 South Street
P.O. Box 780
Lafayette, Indiana 47902



INB

This indenture witnesseth that Gregory D. Gurgel and Deborah L. Gurgel

of Lake County, State of Indiana, (herein jointly and severally referred to as "Mortgagors"), hereby mortgage to INB National Bank, Northwest, a national banking association having its principal place of business in Lafayette, Indiana, ("Bank") the real estate, located in the County of Lake, State of Indiana, the legal description of which is set forth on the reverse side hereof together with all improvements now or hereafter situated on the mortgaged premises or used in connection therewith, and all rights, privileges, interests, easements, hereditaments and appurtenances thereunto belonging or in any way pertaining thereto, and all fixtures and appliances now or subsequently attached to or used in connection with the mortgaged premises, and the rents, issues, income and profits of the mortgaged premises.

This Mortgage is given to secure the payment of the indebtedness of Gregory D. Gurgel and Deborah L. Gurgel

to the Bank as evidenced by a Promissory Note or Notes dated April 30, 1991 in the amount of \$ 23,000.00 and shall also secure the payment of any sums guaranteed by, advanced to, or any obligation incurred by Mortgagors hereafter in favor of the Bank. It is understood by both parties that discretion to advance additional funds, as provided for 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 indebtedness secured hereby, reduce the payments thereon, or accept a renewal note or notes therefor, without the consent of any junior lienholder and without the consent of any Mortgagors if Mortgagors have then parted with title to the mortgaged premises, and no such extension, reduction or renewal shall impair the lien or priority of this Mortgage, nor release, discharge or affect the personal liability of the Mortgagors to the Bank.

Mortgagors, jointly and severally, warrant that they are the owners in fee simple of the mortgaged premises, and covenant and agree with the Bank not to permit any lien of mechanics or materialmen to attach to mortgaged premises; to keep the mortgaged premises in good repair and to pay all taxes and assessments levied or assessed against the mortgaged premises as the same become due; and if required by the Bank, to keep any buildings on the mortgaged premises 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 or in excess of the unpaid balance of the indebtedness secured hereby and the amount of all prior indebtedness secured by the mortgaged premises, all such policies to be in companies acceptable to the Bank and to contain a Loss Payable Clause in favor of the Bank as its interest may appear.

Upon failure of Mortgagors so to do, the Bank may (but shall not be obligated to) make repairs to, pay any tax assessment levied against, pay or discharge any lien or encumbrance to, or procure and/or maintain in effect insurance with respect to the mortgaged premises; and all sums so paid shall, with interest at the rate provided in the notes, become a part of the indebtedness secured hereby.

Upon default of any payment provided for in any Note secured by this mortgage, or upon failure to perform any of the terms and conditions of this Mortgage, or if Mortgagors shall abandon the mortgaged premises or be adjudged bankrupt, then in any such event the entire indebtedness 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 failure to exercise any right hereunder shall preclude the exercise thereof in the event of a subsequent default.

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 plural shall be regarded as and shall mean the singular, and the singular shall be regarded as and shall mean the plural.

In witness whereof, the undersigned have hereunto set their hands and seals this 30th day of April, 1991.

Gregory D. Gurgel
Gregory D. Gurgel
Deborah L. Gurgel
Deborah L. Gurgel

State of Indiana)
County of Lake) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 30th day of April, 1991, personally appeared Gregory D. Gurgel and Deborah L. Gurgel and acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal
Notary Public Wendy J. Hutton
My Commission Expires 04/04/95 County of Residence Lake
This Instrument Prepared by Bonnie L. Funk RCN 403030

STATE OF INDIANA/S.S. NO. _____
LAKE COUNTY
FILED
MAY 15 12 52 PM 1991
ROBERT BRUCE IRELAND
RECORDER

800

Legal Description of Mortgaged Premises

Situated in the City of Lowell, County of Lake, and State of Indiana, and is further described as follows:

PARCEL I: Part of the Fractional Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, Township 33 North, Range 9 West of the 2nd Principal Meridian and part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13, lying Easterly of the center line of West Creek in Township 33 North, Range 10 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point 241.9 feet South of and 250.0 feet West of the Northeast corner of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, which Northeast corner is also in the North-South center line of Tapper Avenue; thence South, parallel to and 250.0 feet West of the East line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, 278.1 feet; thence West, parallel to and 520.0 feet South of the North line of the said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, 927.4 feet to the West line of said Section 18, which is also the East line of said Section 13; thence continuing West, parallel to and 520.0 feet south of the North line of the said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13, a distance of 313.3 feet to the said center line of West Creek; thence Northerly, along said center line of West Creek, 278.5 feet; thence East, parallel to and 241.9 feet South of said North line of the said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13, 328.0 feet to the said East line of Section 13, which is also the West line of said Section 18; thence continuing East, parallel to and 241.9 feet South of said North line of the said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, 926.9 feet to the point of beginning.

PARCEL II: Part of the Fractional Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, Township 33 North, Range 9 West of the 2nd Principal Meridian and part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying Easterly of the center line of West Creek in Section 13, Township 33 North, Range 10 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the Northeast corner of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, which is also the center line of Tapper Avenue; thence West, along the North line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, 1,176.8 feet to the Northwest corner of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, which is also the Northeast corner of the said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13; thence continuing West, along the North line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 345.0 feet to the said center line of West Creek; thence Southerly along said center line, 242.5 feet; thence East, parallel to and 241.9 feet Southerly from the said North line, 328.0 feet to the West line of said Section 18; thence continuing East, parallel to and 241.9 feet Southerly from said North line, 926.9 feet; thence South, parallel to and 250 feet West of the East line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, a distance of 278.1 feet; thence East parallel to and 520 feet South of said North line, 250 feet to the said East line and center line of Tapper Avenue; thence North on said East line 520 feet to the point of beginning.

Mortgage Dated April 30, 1991

Mortgagors

Gregory D. Gurgel and Deborah L. Gurgel

17116 Tapper

Lowell, IN 46356

