

156204-002

91023331

**REAL ESTATE MORTGAGE,
AND SECURITY FOR CONSTRUCTION LOAN AGREEMENT**

TICOR TITLE INSURANCE
Highland, Indiana

THIS MORTGAGE is made this 10TH day of MAY, 1991, between the Mortgagors, RICHARD A. TRIEZENBERG PAMELA D. TRIEZENBERG individually and as husband and wife, (herein "Borrower"), and the Mortgagee, BANK OF HIGHLAND, of Highland, Indiana, whose address is 450 W. Lincoln Highway, Schererville, IN 46375, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of NINETY THOUSAND DOLLARS AND 0/100 Dollars (\$90,000.00), which indebtedness is evidenced by Borrower's Note dated MAY 10, 1991, (herein "Note"), providing for monthly installments of interest, with the balance of the indebtedness, if not sooner paid, due and payable in full on or before NOVEMBER 10, 1991.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated MAY 10, 1991, as provided in paragraph 27 hereof; (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and (d) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Lake, State of Indiana:

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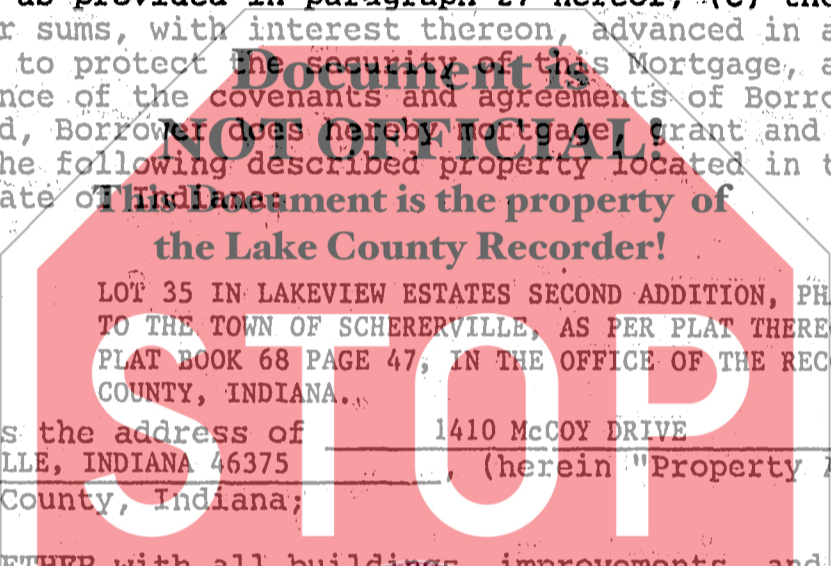
LOT 35 IN LAKEVIEW ESTATES SECOND ADDITION, PHASE TWO, TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 68 PAGE 47, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

which has the address of 1410 McCoy Drive SCHERERVILLE, INDIANA 46375, (herein "Property Address") in Lake County, Indiana;

TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, minerals, oil and gas rights and profits, water, water rights, and all fixtures, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; prevention and extinguishing apparatus, security and access control apparatus, plumbing, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, blinds, shades, mirrors, cabinets, panelling, rugs, attached floor coverings, antennae, and trees and plants; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements or restrictions specifically listed in a schedule of special

STATE OF INDIANA / S.S. NO. LAKE COUNTY / MAY 10 1991 / FILED IN REC'D



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