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Calumet National Bank
1806 Robin Hood Blvd
Schererville, Indiana.
46375.
Att: Melinda Jackman

INDIANA TITLE INSURANCE COMPANY
INDIANA DIVISION

THIS IS A CONSTRUCTION LOAN, THERE WILL BE PERIODIC DISBURSALS

MORTGAGE
husband and wife,

THIS INDENTURE, made this 22nd day of April 1991, by and between David A. Kmiec and Judy L. Kmiec, husband and wife, as to Parcel I, and David Kmiec and Judy Kmiec, as to Parcel II, hereinafter sometimes called the called the "Mortgagor(s)," party of the first part, and CALUMET NATIONAL BANK, Hammond, Indiana, a corporation duly organized and existing under and by virtue of the laws of the United States of America, hereinafter sometimes called the "Mortgagee," party of the second part, WITNESSETH:

THAT WHEREAS, in order to evidence thier just indebtedness to the mortgagee in the principal sum of ONE HUNDRED TWENTY FIVE THOUSAND NO HUNDRED AND NO/100 DOLLARS (\$125,000.00) for money loaned by the mortgagee, the mortgagor(s) executed and delivered a certain promissory note identified as Loan Number R.E. 25- 0012665 bearing date of the 22nd day of APRIL, 1991, payable as thereby provided to the order of the mortgagee in lawful money of the United States of American at the office of the mortgagee in the City of Hammond, Lake County, Indiana, with interest on said principal sum remaining, unpaid from time to time at the rate of NINE AND ONE HALF (9.50%) per annum, payable QUARTERLY; with attorney's fees, without relief from valuation and appraisement laws, and with interest after maturity, This Document is the property of the Lake County Recorder. lawful to contract, said principal sum being payable as follows:

THE WHOLE OF SAID PRINCIPAL SUM OF ONE HUNDRED TWENTY FIVE THOUSAND NO HUNDRED AND NO/100 DOLLARS (\$125,000.00) SHALL BECOME DUE AND PAYABLE ON OR BEFORE MATURITY, APRIL THE 22ND, 1992

with the privilege of making extra payments at any time.

NOW THEREFORE, the mortgagor(s), in consideration of the 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 mortgagor(s), do(es) hereby MORTGAGE and WARRANT unto the mortgagee, its successors and assigns, all and singular the real estate situate, lying and being in the County of LAKE, and State of Indiana, known and described as follows, to-wit:

Parcel I: Lot 16, resubdivision of Lots 1 to 12, both inclusive, Lots 14, 15, 18 to 20, both inclusive, and Lots 22 to 63, both inclusive, Block 1 and Lots 5 to 20, both inclusive, Block 4, Ridgewood Addition to the Town of Griffith, as shown in Plat Book 69, page 47, and as amended by a certificate of amendment tha was recorded on December 5, 1990 as document number 127522, in the office of the Recorder of Lake County, Indiana 46319

This real estate is located on Elgin Avenue in Griffith.

Parcel II: Lot 30, Lohman Manor, in the Town of Griffith, as shown in Plat Book 29, page 103, in the office of the Recorder of Lake County, Indiana a/k/a 1756 North Indiana, Griffith, Indiana 46319



STATE OF INDIANA/S.S. NO.
LAKE COUNTY
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ROBERT "BOB" FREELAND
RECORDER

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together with all singular the tenements, hereditaments, privileges and appurtenances thereunto and 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; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also all the right, title, interest and estate of the mortgagor (s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisement 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 mortgagor(s) expressly covenant(s) and agree(s) with the mortgagee as follows, to-wit:

1. That the mortgagor(s) will pay all the said note and indebtedness herein mentioned according to the 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 appraisements laws.

2. That the mortgagor(s) will keep the building(s), 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 depreciate the value thereof.

3. That the mortgagor(s) will pay, before the same become delinquent, all taxes, assessments and special assessments of every kind that may be levied upon said premises or any part thereof.

4. That the mortgagor(s) will keep all buildings that may be at any time on said premises during the continuance of said indebtedness insured against 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(s) fail(s) to pay any tax, assessment, or special assessment, or fail(s) to keep the buildings, fences, and fixtures on said premises in good repair and insured as above provided, the mortgagee may pay such taxes, assessments or special assessments, or may redeem said premises from 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 lien of the 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 moneys paid for any such purpose and all moneys laid out by the mortgagee to protect the lien of this mortgage and the 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(s) agree(s) 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.

