

PEOPLES BANK, FSB
9204 COLUMBIA AVENUE
MUNSTER, IN 46321

91025961

(Space Above This Line for Recording Data)

Proprietor

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 17 19 91
The Mortgagor is GERARD BARENIE AND CYNTHIA A. BARENIE, HUSBAND AND WIFE ("Borrower").
This Security Instrument is given to PEOPLES BANK, A Federal Savings Bank, which is organized and existing under the laws of
THE UNITED STATES OF AMERICA, and whose address is 9204 COLUMBIA AVENUE MUNSTER, IN 46321 ("Lender"). Borrower owes Lender

the principal sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 Dollars
(U.S. \$ 120,000.00). This debt is evidenced by Borrower's Note, dated the same date as this Security Instrument
("Note"). If not paid earlier, due and payable on MAY 1, 1992. This Security Instrument secures to Lender: (a) the
repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with
interest, advanced to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in LAKE County, Indiana:

LOT 103 IN SCHILLTON HILLS UNIT NO. 4, AN ADDITION TO THE TOWN OF ST. JOHN, AS PER
PLAT THEREOF, RECORDED IN PLAT BOOK 69 PAGE 25, IN THE OFFICE OF THE RECORDER OF
LAKE COUNTY, INDIANA.

which has the address of 9099 SCHILLTON DRIVE
ST. JOHN, Indiana 46373 ("Property Address")

Together with all buildings and improvements now or hereafter upon said premises or any part thereof, and all herebefore or hereafter vested in
alleys and street abutting said premises, and together with all fixtures and equipment now or hereafter installed for use in the operation of the building
or buildings now or hereafter on said premises, including but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing,
sprinkling, communicating and electrical systems, and the machinery, fixtures and equipment pertaining thereto, all of which fixtures, equipment,
shall be deemed to be part of the real estate.

Together with all of the rents, profits and leases thereof and the tenements, hereditaments, easements and appurtenances. (Any reference
herein to the mortgaged "premises" shall be deemed to apply to the above described land and said buildings, fixtures and equipment, and the rents
profits and leases thereof, and said tenements, hereditaments, easements and appurtenances, unless the context shall require otherwise.)

Mortgagor does hereby covenant as follows:

(1) Mortgagor shall pay the principal and interest of said indebtedness according to the terms of said Note and shall pay all other amounts
provided herein.

(2) At the time of the execution and delivery of this instrument, Mortgagor is well and truly seized of the premises in fee simple, free of all
liens and encumbrances whatsoever and will forever warrant and defend the same against any and all claims whatever, and the lien created hereby is
and will be kept a first lien upon said premises and every part thereof. Mortgagor shall pay when due all water charges and all other amounts which
might become a lien upon the premises prior to this Mortgage.

(3) Mortgagor shall pay when due all taxes and assessments that may be levied upon said premises, and shall promptly deliver to Mortgagee
receipts showing payment thereof. Mortgagor shall pay when due all taxes and assessments that may be levied upon or on account of this Mortgage or
the indebtedness secured hereby or upon the interest or estate in said premises created or represented by this Mortgage, whether levied against
Mortgagor or otherwise.

(4) Mortgagor will abstain from and will not suffer the commission or waste on said premises and will keep the buildings, improvements,
fixtures, equipment and appliances now or hereafter thereon in good repair and will make replacements thereto as and when the same become
necessary. Mortgagor shall promptly notify Mortgagee in writing of the occurrence of any loss or damage to the premises. Mortgagor shall not
materially alter the building, improvements, fixtures, equipment or appliances now or hereafter upon said premises, or remove the same therefrom,
or permit any tenant or other person to do so, without the written consent of Mortgagee. Mortgagor will not permit any portion of the premises to be
used for any unlawful purpose. Mortgagor will comply promptly with all laws, ordinances, regulations and orders of all public authorities having
jurisdiction thereof relating to the premises or the use, occupancy and maintenance thereof. Mortgagee shall have the right at any time, and from time
to time, to enter the premises for the purpose of inspecting the same.

(5) Mortgagor will keep all buildings, improvements, fixtures, equipment and appliances now or hereafter upon said premises and the rents
thereof, insured against loss and damage by fire and the perils covered by extended coverage insurance, and against such other risks (including public
liability insurance), and in such amounts, as may from time to time be required by Mortgagee, and with such insurer or insurers as may from time to
time be approved by Mortgagee, with the proceeds thereof payable to Mortgagee under a standard mortgage clause. The policies of all such insurance
and all renewals thereof, together with receipts evidencing payment in full of the premiums thereon, shall be delivered promptly to Mortgagee. In the
event of loss or damage, the proceeds of said insurance shall be paid to Mortgagee alone. Mortgagee is authorized to adjust and compromise such loss
without the consent of Mortgagor, to collect, receive and receipt for such proceeds in the name of Mortgagee and Mortgagor, and to endorse
Mortgagor's name upon any check in payment thereof. The Power granted hereby shall be deemed to be coupled with an interest and shall be
irrevocable. Such proceeds shall be applied toward reimbursement of all costs and expenses of Mortgagee in collecting said proceeds, and toward the
payment of all amounts payable by Mortgagor to Mortgagee hereunder, and toward the payment of the indebtedness secured hereby or any portion
thereof, whether or not then due or payable, or Mortgagee, at its option, may apply said insurance proceeds or any part thereof to the repair or
rebuilding of said premises. All of said policies of insurance shall be held by Mortgagee as additional security hereunder and, in the event of sale of
the premises on foreclosure, the ownership of all policies of insurance and the right to receive the proceeds of any insurance payable by reason of any
loss theretofore or thereafter occurring, shall pass to the purchaser at said sale and Mortgagor hereby appoints Mortgagee its attorney-in-fact, in
Mortgagor's name, to assign and transfer all such policies and proceeds to such purchaser.

(6) In the event that any person, firm, or corporation owning or owning an interest in, the premises, is adjudicated a bankrupt, or insolvent, or
shall make an assignment for the benefit of creditors, or shall take, or receive, the benefit of any act for reorganization, or if a receiver should be
appointed for such owner, Mortgagee may, at its option, declare the principal of the note hereby secured and then outstanding to be due and payable
immediately; and upon such declaration, the said principal, so declared to be due and payable, together with the interest accrued thereon, and
together with any other sums secured hereby shall become and be due and payable immediately, anything in this Mortgage or in said Note to the
contrary notwithstanding.

(7) If default be made in the payment of any of the aforesaid taxes or assessments or in making repairs or replacement or in procuring and
maintaining insurance and paying the premiums therefor, or in keeping or performing any other covenant of Mortgagor herein, Mortgagee may, at its
option and without any obligation on its part so to do, pay said taxes and assessments, make such repairs and replacements, effect such insurance, pay
such premiums, and perform any other covenant of Mortgagor herein. All amounts expended by Mortgagee hereunder shall be secured hereby and
shall be due and payable by Mortgagor to Mortgagee forthwith on demand, with interest thereon at the rate at which interest accrues on amounts after
the same become due under the Note.

159651



FOR TITLE INSURANCE
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDING
MAY 29 10 29 AM '91
ROBERT (BOB) J. [unclear]
RECORDER

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