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HOME EQUITY REAL ESTATE MORTGAGE

Calumet National Bank P.O. Box 69 Hammond, IN 46325 Installment Loan Dept.

This Mortgage made this ____3rd day of December , 19 91 by and between J.T. Maness and Teresa Maness, II/W Merrillville, IN of (hereinafter "Mortgagor") and Calumet National Bank, 5231 Hohman Avenue, Hammond, Indiana 46325 (hereinafter "Mortgagee"). WITNESSETH: That the Mortgagor and Mortgagee have entered into a certain Home Equity Line of Credit Agreement (hereinafter "Agreement") dated ______ December 3 ______, 19 ______, and a Home Equity Line of Credit Promissory Note (hereinafter "Note") whereby the Mortgagee, subject to default by Mortgagor, has obligated itself to loan monies to the Mortgagor from time to time, as requested by the Mortgagor, which may not exceed the aggregate principal sum of Fifty Thousand and no/100---- (\$ 50,000.00 period of five (5) years. To the extent that the Mortgagor has borrowed or will borrow monies from the Mortgagee pursuant to said Agreement, the Mortgagor has agreed to pay the Mortgagee minimum monthly installments in a sum equal to two (2%): percent of the new balance, or \$100.00, or the FINANCE CHARGE accrued for the month, whichever is greater. That the interest rate charged for any monies loaned to Mortgagor by Mortgagee pursuant to said Agreement and said note is based upon an Index Rate equal to the average weekly Bank Prime Loan Rate as published in Federal Reserve Statistical Release H15 plus a Margin of 1.00%. The interest rate charged is a variable one and will increase or decrease in the event that the Index Rate increases or decreases from the previous Index. The interest rate as computed is changed: once a month on the first day of each Billing Cycle, which is monthly, and will remain in effect until the first day of the next Billing Cycle. The FINANCE CHARGE is determined by applying the daily periodic rate to the Average Daily Balance for the Billing Cycle. The interest rate shall not be in excess of that permitted by law. That any changes in the interest rate are mandatory pursuant to said Agreement and any increase therein can reduce the amount of any payment by the Mortgagee that is applied to principal and increase the amount applied to interest. The monthly payments required by said Agreement and said Note may not the refore fully amortize the Mortgagor's loan balance within the five (5) year term of the Agreement, and at the end of said five (5) year term the entire principal balance and unpaid interest shall be immediately due and owing by the Mortgagor.

THAT-THE RECORDING OF THIS MORTGAGE BY THE MORTGAGEE, ALADDITION TO GIVING CONSTRUCTIVE AND PUBLIC NOTICE TO ALL THIRD PARTIES OF THE LIEN RIGHTS OF THE MORTGAGEE IN THE MORTGAGED PROPERTY, IS ALSO DONE-TO INFORM ALL SUBSEQUENT DIENE OF THE MORTGAGOR IS MANDATORY. STATUTORY, THAT THE MORTGAGEE'S OBLIGATION TO ADVANCE FUNDS TO THE MORTGAGOR IS MANDATORY PURSUANT TO SAID AGREEMENT, SUBJECT TO DEFAULT BY THE MORTGAGOR, AND THAT ANY AND ALL FUTURE ADVANCES MADE BY THE MORTGAGEE TO THE MORTGAGOR PRIOR OR SUBSEQUENT TO ANY OTHER LIEN BEING PLACED AGAINST THE MORTGAGED PROPERTY SHALL BE DONE BY ANY SUCH LIENHOLD ER WITH PRIOR NOTICE TO IT OF THE MORTGAGEE'S OBLIGATION TO ADVANCE MONIES TO THE MORTGAGOR PURSUANT TO SAID AGREEMENT. THAT IT IS THE PURPOSE OF THE MORTGAGEE BY THIS CLAUSE, AND THE RECORDING OF THIS MORTGAGE, TO GIVE NOTICE TO ALL THIRD PARTIES DEALING WITH THE MORTGAGOR OR THE MORTGAGED PROPERTY OF THE MORTGAGEE'S INTENTION TO ASSERT A PRIOR LIEN AS TO ANY AND ALL SUBSEQUENT LIENHOLDERS OR THE MORTGAGED PROPERTY TO THE FULL AMOUNT OF ALL LOANS AND ADVANCES MADE BY THE MORTGAGEE TO THE MORTGAGED PROPERTY OF THE MORTGAGOR PURSUANT TO SAID AGREEMENT AND THIS MORTGAGE, PLUS ACCRUED INTEREST, COSTS OF COLLECTION, AND A REASONABLE ATTORNEY'S FEE, WHETHER SAID LOANS AND ADVANCES ARE MADE PRIOR TO OR AFTER ANY SUCH DEN WHICH MAY BE SUBSEQUENTLY PLACED VERSUS THE MORTGAGED PROPERTY

> Lot 36 in Block 14 in Meadowdale Subdivision as per plat thereof, Recorded in Plat Book 31 page 52, in the Office of the Recorder of Lake County, Indiana.

TOGETHER with all buildings, improvements, and tenements now or hereafter erected on the property, and all easements, rights, rights-of-way, driveways, alleys, pavement, curbs and street front priveleges, rents, issues, profits, royalties, mineral, oil and gas rights and profits, water, water rights and water stock appurtenant to the property; and all fixtures, equipment, apparatus, motors, engines, machinery and building materials of every kind or nature whatsoever now or hereafter located in, on, used or intended to be used in connection with the Property, including, but not limited to, those for the purpose of supplying or distributing heating, cooling, ventilating, power, electricity, gas, air, water and light; and all blinds, shades, curtains, curtain rods, mirrors, cabinets, attached floor coverings, awnings, storm windows, doors, storm doors, screens, antennas, trees, shrubs and plants, plumbing and electrical fixtures and communication systems, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this instrument whether actually physically annexed to the property or not, and all of the foregoing together with said Property are herein referred to as the "Property".

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រីស្តីបាប្រែត្រូចការ៉ាចាចby covenants andiagrees with Mortgages as follows:

WARRANTY/OFINIGHT TOIMORTGAGE. Morlyngor-governants that Morlyagor Islawitilly salzadtof the satate lierolly.collVeyoulilitt has the right to high briggy and result as align the Property sind the Mortgagor will warrant and - datand ដូមីរ៉ាមែរត់ប្រ ព្រម ព្រៀងប៉ែរទៅ ខែប្រើថាប្រ អប្តិតព្រឹត្តត្រៅស្រីក្រៀងប្រហែល មេបានប្រជាព្រះ data de l ditions and frestrictions of frecord listed in a section of the Koeptions to roover age throng title insurance policy insuring

Mortunuse similarentin he Bronenium Mortunuore inilipay hom time to time, when due, and before any penalties attaches, all naueral and shecial paxes, and passessine net major and some copures and payable and payable appropries in pose of or nsspssedinginsi lijelijoperly or sijslig in respeci to the use; occupancy or possession theredi. Mortgagorshall prombtly lumish to Mortgageerupon reduest by Mortgagee, allindhoestollisand statementsrecolved by Mortgagerd amounts so due, and Mortgageerupon sinal, apobretiostiby. Mortgagee, prombily larish Mortgageerecolpts evidencing sydjapayments. Moilyagorinay,in goot fallificontest allts owntexpense the validity of any textasses in one to observe in the configuration of Moilyagor (paysthe same in the configuration of the configuration) in Moilyagor as security for paymentiling of Moilyagor

3. (INBURANCE. Mortuggor shall keep all buildings and improvements now existing or free after erected or situated on the Property insured against the lightning, windstorm, vandalism, and follows damages, and any situation of the lightning windstorm, vandalism, and follows damages, and any situation of the lightning will be lightning to the lightning of the ligh -ซี่โตใรวิธีหอื่ม คือ Mottgrade วิธีหากับ (เมื่อ ได้ lime reasonably require. Mottgaponshallkeep all bulldings and improvements Ansuged against loss by damage by Jood if the Property is located in a Mod Dazard Zone. Mortgagorshall obtainpremises

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All saldlinsurance polidies andirenowals:lliereolatiallibetissuedlby/carriers salistadiory/totthe:Mortgagae, สกับ shall include a standard nortgage clause, less payer clause or endorsement threver of the Mortgage an Uliforn and substance acceptable to the Mortgage - Pach said policy shall not be cancellable by the insurance company withoutal least thirty (30) days prior written notice to the Mortgagee. Any such insurance policy shall be to assum sufficient to pay infull the cost of ropaliting and teplacing the buildings and improvements on the Property and in no event shall be less than the maximum amount that/the Mortgagee is obligated to lear#to the Mortgager pursuant⊭te said Agreement segmed ficially. The Mortgages shall delives the original of any such policy to the Mortgager to be field by it. The Mortgager shall promptly formally to Montgrigouron request all randwall notices and receipts for paid premiums. Afficasit thirty (30) days prior to the expirations

to Moitgingaron requestallicandwall notices and receipts formald premiums. Atteast thirty (30) days prior to the expirations adults of any such policy. Mortgages and indiverted Mortgage and remainded in the insurance carrier and to Mortgage. Mortgage and the insurance carrier and to Mortgage. Mortgage and the insurance carrier and to Mortgage. Mortgage and the insurance carrier and compromise any claim under any such discussing from such insurance policies, to collect and receive discussing from such insurance policies, to collect and receive discussing from such insurance policies, to collect and receive discussing from such insurance policies, to collect and receive discussing from such insurance policies, to collect and receive discussing from such insurance policies, to collect and receive discussions and formal deposition of collections of such provided however, that nothing contained in this sparage of a special frequency of the mortal deposition of the insurance carrier in the paragraph of the provided to the provided in the provided of the insurance of the insurance carrier in the paragraph of the provided of the insurance of the insurance of the provided of the provided of the insurance of the insurance of the provided of the insurance of the provided of the insurance of the insurance

The finaurance proceeds after the fled alleged to the legence expenses incurred in collecting the same, shall be applied to the payment of the sums secured by this instrument, whether of not then due with the balance, it any, to import any such application of the proceeds shall not extend or postpone the due dates of the payments or change the amounts of such installing its provided by said Agreement. If the Property is sold pursuant to paragraph 12 hereof or it is instituted and interest of Mortgagor in and to any insurance policies and uncorned premiums the command in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

4: IPRESERVATION AND MAINTENANCE OF PROPERTY. Mortgagor (a) shall not commit waste or permit impairmentforde reliance of the same (b) shall not demolish or remove the same (b) shall not abandonithe Property (c) shall keep the Property including improvements thereon in good condition and repair, (d) shall not inortgage of otherwise the imposed against the Property; (e) shall promptly pay when disant, indicating the Property; (e) shall promptly pay when disant, indebted hese which may be secured by any other mortgage, lien or charge on the Property; (f) shall comply with all liws, of this incost against the Property; (g) shall comply with all liws, of this incost against the Property; (g) shall comply with all liws, of this incost against the Property; (g) shall comply with all liws, of this incost against the Property; (g) shall give notice in writing to wortgages, appearing and defending according purpositing to affect the Property, the security of this instrument or the rights or boweletoly joblehoor

5. USE OF PROPERTY! Unloss required by applicable inv or unless Mortgagee has otherwise agreed in writing. Mortgagor shall not allow changes in the use for which all or any parts of the Property was intended at the time this Instrument was executed. Mortgagor shall not triblide opacquites. Alabange in the soning classification of the Property without

Moilgagee's:prionwilltengonsgnt.

6. IPROTECTIONOF MOUTGAGEE'S SECURITY, It Mortgagor tails to perform any of the covenants and agreements containedfinithis Instrument origidie Note, Agreement, or any Security Agreement, or it any action or proceeding is commenced which affects the Property or difference to the interest of Mortgagee therein, then Mortgagee at Mortgagee's option may disburse such sumarmay make such appearances and take such action as Mortgagee deems necessary, in its

sole discretion, to profect Mortgagee's interest:

Any amounts disbursed by Multinger pursuant to this Paragraph & shall become an additional indebtedness of Mort gagor secured by this instrument. Such amounts shall be immediately due and payable and shall beau interest from the date of disbursement of the tate state that the Appearant. Mortgation hereby coverants and acrees that Mortgation shall be subroughed by the slights of the finding of any lieuse of scharged; in whole or or part, by the Stortgageo. Nothing contained in this paragraph 6 shall require Mortgages to incurany expanse or take any action bereinder. If Mortgages makes any payment authorized by this paragraph 6, including but notilimited to taxes, assessments, charges, liens security interests or insurange; premiums. Mortuage may do so according to any notice, till, statement or estimate received from the appropriate party willhoul inquiryinto the accuracy or willdity of such notice, billistatement or estimate. The payment of any such sums by the Mortgagor shall not be deelfied a Walvehot Mortgagee's dubble accelerate the maturity of the indebtedness secured by this instrument and declared his his number in default, and fallure to so act shall not be considered as a waiver of any right ลองกับไท้ผู้ใช้!Moftผู้สัญใดยาปาลีของนั้นประโยเทรู defaulthereunder on the part of the Mortgager

7. INSPECITION! Mortgagee in a yunalice or cause to be made reasonable entries upon and inspections of the Property

attall reasonable times and accessifiereto shall be permitted for that purpose by the Mortgayor.

ชื่อ CONDEMNATION. Mortgagor shall promptly notify Nortgage of any action or probledding relating to any condem nation or other laking, whether direct or in the est of the Rippetty, or any partither est, and Mortgagor shall appear in and prossecule any such adition or proceeding iffilies of ferwise directed by Albrigages in writing. Mortgages authorizes Mortgages, allMoiTgagee'scoption as attoriey-intability Mortgagor, to commence; appears and prosecute, in Mortgagee's or Mort, gages in imperation or proceeding related losary condemnation or other taiding. The proceeds of any award, payment or claim to relate the consequential! In connection with ally configuration or other taking, whether direction indirection their operty, or pail thereof, offor conveyances in lieu.of.condemnation, are hereby assigned to and shall be paid

19: TRANSFERS, Morligagor shallingt sell or transfer all or any participality reporty grant an option to purchase the same, loago the Property, sell the same by contractificant or occupancy of possession of the Property, norsell or assign any beneficial interest or power of direction in any land trust which holds little to the Property, without the prior written consent of

the Mortgagee:

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind the respective successors and assigns of Mortgagor, subject to the provisions of Paragraph 10 hereof, and the rights and privileges of the Mortgagee shall inure to the benefit of its payee, holders, successors and assigns. All covenants and agreements of Mortgagor shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Mortgagee may act through its employees, agents or independent contractors as authorized by Mortgagee. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof. 11. GOVERNING LAW: SEVERABILITY. This instrument shall be governed and enforced by the laws of the State of Indiana except where the Mortgage by reason of a law of the United States or a regulation or ruling promulgated by an agency supervising the Mortgagee is permitted to have or enforce certain provisions in this Instrument then in that event the Mortgagee may elect to have those provisions of this Instrument enforced in accordance with the laws of the United States: In the event that any provision of this instrument or the Agreement conflicts with applicable laws, such conflict shall not affect other provisions of this Instrument or the Agreement or Note which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Agremeent or the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor is interpreted so that any charge provided for in this Instrument or in the Agreement of Note whether considered separately or together with other charges levied in connection with this Instrument, the Agreement of the Note violates such law, and Mortgagor is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Mortgagee in excess of the amounts payable to Mortgagee pursuant to such charges as reduced shall be applied by Mortgagee to reduce the principal of the indebtedness evidenced by the Agreement and the Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor has been violated, all indebtedness which is secured by this Instrument or evidenced by the Agreement and the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the statement term of the Agreement and Note. 12. DEFAULT: ACCELERATION: REMEDIES. Upon Mortgagor's default of any covenant, warranty, condition or agreement of Mortgagor in this Instrument, including but not limited to, the covenants to pay when due any sums secured by this Instrument, or the default by Mortgagor of apy one or more of the events or conditions defined as an Event of Default in the Agreement secured hereby, or in the Note or any other obligation secured by this mortgage, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this instrument to be immediately due and payable without further demands and may foreclose this Instrument by judicial proceedings and may invoke any other remedies permitted by applicable law or provided herein. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney's lees, appraisal fees, expert witness fees, costs of court reporters, travel expenses, costs of documentary evidence, abstracts and title reports. The Mortgagor shall also be entitled to collect all costs and expenses, including but not limited to, reasonable attorney's fees, incurred by Mortgagee in connection with Apany proceeding, without dioitation, probate, bankruptcy, receivership or proceedings to which the Mortgagee may be a party, either as plaintiff, claimant or defendent by reason of this Instrument or any indebtedness secured hereby; (B) preparation of the commencement of the suit for foreclosure of this Instrument after accrual of the right to foreclose whether or not actually commenced; or (C) the defense of this mortgage in any proceeding instituted by any other lienholder. All costs, expenses and attorney's fees when incurred or paid by Mortgagee shall become additional indebtedness secured by this instrument and which shall be immediately due and payable by Mortgagor with interest at the rate stated in said Agreement.

13. MISCELLANEOUS: (i) The word "Mortgagor" as used herein shall include all persons executing this mortgage and the word "Mortgagee" shall mean its respective successors and assigns. The singular shall mean the plural and the plural shall mean the singular and the use of any gender shall be applicable to all genders; (ii) Any forebearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law or equity, shall not be a waiver of or preclude the exercise of any such right or remedy; (iii) Each remedy provided for in this Instrument is destinct and cumulative to all other rights and remedies under this Instrument or all orded by applicable law or equity, and may be exercised concurrently, independently or successively in any order what soever; (iv) tracho change, amendment or modification of this Instrument shall be valid unless in writing and signed by the Mortgagor and Mortgagee or their respective successors and assigns. IN WITNESS WHEREOF, Mortgagor has executed this instrument the date and yeat set forth above. STATE IF INDIANA IERESA URLIESS __ personnal dnown to me to be the MANESS person(s) who (is) (are) described in and who executed the foregoing mortgage, and acknowledge the same to be (his) (their) voluntary actand deed for the uses and purposes therein set forth.

This Instrument prepared by: Lawrence II. Stengel, Sr. Vice President

CNB-133-A