

CP 20 456 866

Use of this form constitutes practice of law and is limited to practicing lawyers.

# 92006452 REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That Dandiwal Petroleum, Inc.,  
an Indiana corporation,

(the "Mortgagor") of Lake County, State of Indiana, MORTGAGE S  
AND WARRANT S to Regional Management Services, Inc., an  
Indiana corporation,

(the "Mortgagee") of Lake County, State of Indiana, the  
following described real estate in Lake County, Indiana:

The East One Hundred Thirty-five and Forty-five One-Hundredths (135.45) feet (except the East Twelve (12) feet thereof, taken for the widening of Indianapolis Boulevard) of the following described parcel of land: The North Forty-five (45) feet of Lot No. Two (2), and all of lots numbered Three (3), Four (4), and Five (5), as marked and laid down on the recorded plat of Riverview Gardens, a subdivision of East Chicago, in Lake County, Indiana, as the same appears in Plat Book 15, Page 18, in Lake County, Indiana,

MORTGAGE TITLE INSURANCE COMPANY  
INDIANA DIVISION

STATE OF INDIANA  
CLERK OF SUPERIOR COURT  
FILED IN 1992

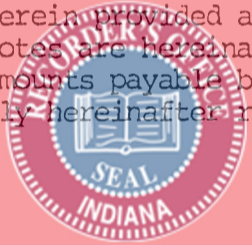
RECORDED  
JAN 31 1 29 PM '92

**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

**STOP**



This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated January 30, 1992, in the principal amount of Ten Thousand and no/100 Dollars (\$ 10,000.00) with interest as therein provided and with a final maturity date of June 30, 1992 and a certain promissory note dated January 30, 1992, in the principal amount of Twenty-three Thousand One Hundred (\$23,100.00) with interest as therein provided and with a final maturity date of February 1, 1996. Said promissory notes are hereinafter referred to as the "Notes", and all principal, interest and other amounts payable by the Mortgagor to the Mortgagee under the Notes is collectively hereinafter referred to as the "indebtedness."

The Mortgagor (~~jointly and severally~~) covenants and agrees with the Mortgagee that:

- 1. Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note ~~for~~ in this mortgage, without relief from valuation and appraisal laws, and with attorneys' fees and costs of collection.
- 2. No Liens.** The Mortgagor shall not permit any ~~lien of mechanics or materialmen~~ <sup>any type (other than current real estate taxes)</sup> to attach to and remain on the Mortgaged Premises or any part thereof, ~~for more than 45 days after receiving notice thereof from the Mortgagee.~~
- 3. Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid. The amount of such insurance shall never be less than the indebtedness.
- 4. Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
- 5. Advancements to Protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of twelve per centum (12%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

1000  
OK

6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.

9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

10. ) The provisions of paragraphs 10 and 11 of this mortgage are  
11. ) set forth in the Addendum, which is attached hereto and  
made a part hereof.



IN WITNESS WHEREOF, the Mortgagor has executed this mortgage this 30 day of January

19-92 DANDIWAL PETROLEUM, INC.

Signature By: Gurcharan Jit Singh President  
Printed Gurcharan Jit Singh



Signature Gurcharan Jit Singh Secretary  
Printed Gurcharan Jit Singh

Signature \_\_\_\_\_

Printed \_\_\_\_\_

STATE OF INDIANA

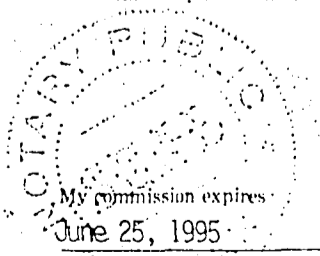
SS:

COUNTY OF LAKE

Before me, a Notary public in and for said County and State, personally appeared Gurcharan Jit Singh, the President and Secretary of Dandiwal Petroleum, Inc., an Indiana corporation,

who acknowledged the execution of the foregoing mortgage, for and on behalf of said corporation and pursuant to authorization by its Board of Directors.

Witness my hand and Notarial Seal this 30th day of January, 19 92.



Signature Star Lugar

Printed Star Lugar

NOTARY PUBLIC

Residing in Lake County, Indiana.

This instrument was prepared by John O. Stiles, attorney at law.

Return to Attorney John O. Stiles, 300 East 90th Drive, Merrillville, Indiana 46410

A D D E N D U M

10. Due on Sale. Upon the sale, conveyance or transfer of any part of the Mortgaged Premises or any interest therein by contract, deed, lease with option to purchase, or by any other means, the Mortgagee may, at Mortgagee's option, declare the entire indebtedness secured hereby to be immediately due and payable without notice to Mortgagor, and this mortgage may be foreclosed immediately as provided under paragraph 6 of this mortgage.

11. Liability Insurance. Mortgagor shall bear the risk of, and Mortgagor shall save Mortgagee harmless from loss, cost or expense by reason of claims for personal injury, death and property damage arising out of Mortgagor's ownership and occupancy of the Mortgaged Premises and arising out of any other person's or entity's occupancy of the Mortgaged Premises. Mortgagor shall fulfill its obligations under this paragraph 11 by maintaining a public liability and property damage insurance policy naming Mortgagee as an additional insured, in the amount of \$1,000,000.00 for each person and \$1,000,000.00 for each occurrence of personal injury or death and \$100,000.00 for property damage. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

