

(d) This mortgage is also made to secure and enforce payment of all other indebtedness that is presently existing or may hereafter exist of Mortgagor to Mortgagee, irrespective of the manner by which such indebtedness is evidenced, whether by notes, bonds, advances, overdrafts, bookkeeping entries, or otherwise.

(e) This mortgage is also executed to secure and enforce payment of any renewal or extension of any note or any part of the indebtedness of Mortgagor, including any further loans that may be made by Mortgagee to Mortgagor under the provisions hereof.

(f) This mortgage is also intended to secure and does secure the payment of all liens, encumbrances, charges, and counsel fees to become payable and be allowed if suit is commenced to foreclose this mortgage.

A. Mortgagor Covenants:

1. (a) to pay the indebtedness and the interest thereon as herein and in the note provided, or according to any agreement extending the time of payment thereof, and to pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, insurance premiums, water charges, sewer service charges against the property (including those heretofore due), and to furnish Mortgagee on request, duplicate receipts therefor and all such items extended against the property shall be conclusively deemed valid for the purposes of this requirement; (b) to keep the improvements now or hereafter on the premises insured against damage by fire, windstorm, and such other hazards or liability as mortgagee may require to be insured against, until the indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full and insurable value thereof, in such companies and in such form as shall be satisfactory to Mortgagee; such insurance policy or policies shall remain with satisfactory to Mortgagee; such insurance policy or policies shall remain with Mortgagee during the period and contain the usual clause making them payable to Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or any grantee in a sheriff's magistrate's deed; and in case of loss under such policies, mortgagee is authorized to adjust, collect, and compromise, in its discretion, all claims thereunder, and mortgagor agrees to sign, on demand, all receipts, vouchers, releases, checks, and drafts required of him to be signed by insurance companies, and mortgagee is authorized in its discretion to apply the proceeds of any insurance claim to the indebtedness hereby secured, to a restoration of the property, or to the discharge of any obligation insured against, but monthly payment shall continue to be made by mortgagor until the indebtedness is paid in full. Mortgagor hereby appoints any officer of mortgagee as his attorney in fact to receipt for and endorse in the name of Mortgagor or his successor in title all checks and drafts received in payment of any casualty loss; (c) immediately after destruction or damage, to commence and properly complete the rebuilding or restoration of buildings and improvements now or hereafter on the premises unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (d) to keep the premises in good condition and repair without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (e) not to suffer or permit any unlawful use of or nuisance to exist on the property nor to diminish nor impair its value by any act or omission to act; (f) to comply thereof; (g) not to suffer or permit, without the prior written permission of mortgagee, (1) any use of the property for any purpose other than that for which it is now used, (2) any alternations, additions, demolition, removal, or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter on the property, (3) a purchase on conditional sale, lease or agreements under which title is reserved in the vendor,

of any apparatus, fixtures, or equipment to be placed in or on any buildings or improvements on the property; (h) to complete within a reasonable time any buildings or improvements now or at any time in process of erection on the premises, in accordance with the plans and specifications furnished to Mortgagee by Mortgagor, and in the event of the failure of Mortgagor to do so, the Mortgagee at its option may complete the buildings or improvements and the amount expended therefor shall be so much additional indebtedness secured hereby; (i) to appear in and defend any proceeding which is the opinion of mortgage affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage; (j) that all of the information, statements, and representations made in the written application for and the processing of the indebtedness secured hereby are true and correct; (k) that Mortgagor will not convey or cause to be conveyed his equity of redemption in and to the real estate above described, without the prior written consent of Mortgagee. (l) That whenever Mortgagor fails to procure and deliver to Mortgagee a renewal insurance policy to protect against and deliver to Mortgagee a renewal insurance policy to protect against the hazards enumerated above not less than 10 days before the expiration date of such policy, Mortgagee is unauthorized to procure such renewal policy of insurance and the premium therefor, shall be paid by Mortgagor on demand; (m) Mortgagee shall have the right to inspect the premises at all reasonable times and access shall be permitted for that purpose.

2. That if Mortgagor procures contracts of insurance on his life and disability insurance for loss of time and accidental injury or sickness, or either such contract, making mortgage assignee thereunder, Mortgagee may pay the premiums for such insurance and add such payments to the principal indebtedness secured by this mortgage, to be repaid in the manner provided for in the note.

B. Mortgagor further covenants:

3. That in the case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay on demand any money paid or disbursed by Mortgagee for any of the above purposes and such money, together with interest thereon at the rate specified in the note referred to above.

4. That is the intent hereof to secure payment of the note whether the entire amount has been advanced to Mortgagor at the date hereof or at a later date, or having been advanced, is repaid in part and further advances made at a later date.

5. The undersigned agrees that in the event the real estate described herein is sold or conveyed, a contract for the sale or conveyance is entered into, any interest is assigned by assignment of beneficial interest, or a contract for the assignment of beneficial interest to any person other than the undersigned, then this note and the indebtedness referred to herein shall become due at once and payable anything herein contained to the contrary, notwithstanding.

6. That in the event of the ownership of the property or any part hereof becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with Mortgagor, and may forbear to sue or may extend the time of payment of the debt hereby secured without discharging or in any way affecting the liability of Mortgagor hereunder or on the debt hereby secured.

7. That time is of the essence hereof, and if default is made in performing any covenant herein or making any payment

under the note or indebtedness or any extension or renewal thereof, if proceedings are instituted to enforce any other lien or charge on or against any of the property, on the filing of a proceeding in bankruptcy by or against Mortgagor, if Mortgagor makes an assignment for the benefit of his creditors or if his property is placed under control or in custody of any court, if Mortgagor abandons any of the property or in the event of the transfer of, or agreement to transfer, any right, title, or interest in the property or any portion thereof, or if Mortgagor fails to complete within a reasonable time any building or buildings now or at any time in process of erection on the premises, then Mortgagee is hereby authorized and empowered at its option and without affecting the lien hereby created or the priority of such lien or any right of mortgagee hereunder to declare, without notice all sums secured hereby immediately due and payable, whether or not such default is remedied by Mortgagor, and to apply toward the payment of the mortgage indebtedness any indebtedness of Mortgagee to Mortgagor, and Mortgagee may also immediately proceed to foreclose this mortgage, and then any foreclosure sale may be made of the premises in mass without offering the several part separately. In the event that the ownership of the property or any part thereof becomes vested in a person other than mortgagor and any part of the sum secured hereby remains unpaid, and in the further event that Mortgagee does not elect to declare such sums immediately due and payable, Mortgagor shall pay a reasonable fee to Mortgagee to cover the cost of amending the records of Mortgagee to show such change of ownership.

8. That on the commencement of any foreclosure hereunder, the court in which such complaint is filed may at any time either before or after sale and without notice to Mortgagor or any party claiming under him, and without regard to the then value of the premises, or whether the same is occupied by the owner of the equity of redemption as a homestead, either become Mortgagee in possession or appoint a receiver both with the power to manage and rent and to collect the rent, issues, and profits of the premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected may be applied before as well as after the sheriff's or magistrate's sale, toward the payment of the indebtedness, cost, taxes, insurance, or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there is a decree therefor in personam or not, and if the receiver is appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there is a redemption or not, and until the issuance of deed in case of sale, but if no deed is issued, until the expiration of the statutory period during which it may be issued, and no lease of the premises shall be nullified by the appointment or entry in possession of a receiver, but he may elect to terminate any lease junior to the lien hereof; and on foreclosure of the premises, there shall be allowed and included as an additional indebtedness in the decree of sale, all expenditures and expenses together with interest thereon at the statutory rate which may be paid or incurred by or on behalf of mortgagee for attorneys' fees, mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, sheriff's and magistrate's fees and commissions, court costs, publication costs and cost which may be estimated as to and include items to be expended after the entry of decree of procuring all such abstracts of title, title searches, examinations and reports, guarantee policies, and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value the premises; all of which amounts, together with interest as herein provided, shall be immediately due and payable by Mortgagor in connection with (a) any proceeding including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note secured hereby; (b) preparations for the

commencement of any suit for the foreclosure hereof after the accrual of the right to foreclosure, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of the premises there first shall be paid out of the proceeds thereof all of the above items, then the entire indebtedness whether due or payable by the terms hereof or not and the interest thereon to the time of such sale, and the overplus, if any, shall be paid to Mortgagor, and the purchaser shall not be obligated to see to the application of the purchase money.

9. In the event the mortgaged property or any part thereof is taken by condemnation, Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to a property not taken by condemnation, and all condemnation money so received shall be forthwith applied by Mortgagee as it may elect to the immediate deduction of the indebtedness secured hereby or to the repair and restoration of any property so damaged.

10. That each right, power, and remedy herein conferred on mortgagee is cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by Mortgagee of performance of any covenant herein or in the obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of the covenants; that wherever the context requires, the masculine gender as used herein shall include the feminine, and the singular number shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of Mortgagor and successors and assigns of Mortgagee; and that the powers herein contained may be exercised as often as the occasion therefor arises.

11. The following items of personal property and fixtures are also subject to the lien created by this mortgage:

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year first above written.



EAM LAND II, Inc.

By *Lawrence M. McDowell*
LAWRENCE M. McDOWELL
Its President

ATTEST:

S. Stewart Maddox
Vice President ~~SECRETARY~~
S. STEWART MADDOX

STATE OF ILLINOIS)
) SS:
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County And State do hereby certify that _____ personally known to me to be the same person or persons whose names is or are subscribed to the foregoing instrument appeared before me this day in person and acknowledge that he, she or they signed, sealed and delivered said instrument as her or their free and voluntary act for the use and purposes therein set forth, including the release and waiver of the right of homestead given under my hand and seal this _____ day of _____, 19__.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS:
COUNTY OF VERMILION)

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Lawrence M. McDowell and S. Stewart Maddox, personally known to me to be the President and ~~XXXXXXXXXX~~ Vice President, respectively, of FAM LAND II, Inc., a corporation, appeared before me this day in person and acknowledge that they, being duly authorized, signed said instrument, affixed the corporate seal, delivered said instrument as the voluntary act of said corporation, for the actions and purposes therein set forth.

Given under my hand and official seal this 28th day of January, 1922.

"OFFICIAL SEAL"
AMY J. BARTENSCHLAG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-2-24



Amy J. Bartenschlag
NOTARY PUBLIC

This document prepared by: First Midwest Bank/Danville
27 N Vermilion Street
Danville, Illinois 61832

ATTACHMENT

Lot 1 of 3700 Addition to the Town of Griffith, Lake County,
Indiana, as shown in Plat Book 41 page 121 in Lake County,
Indiana.

