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William Michaels William J. Michaels Signature Rosanne M. Michaels Signature Rosanne M. Michaels		for Recording Date) O: American Trust & Savinos Ba		Whiting 1N 46304
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and acknowledged the execution of the annexed instrument.

Patricia L. Babair

My Commission Expires: Feb. 25, 1992
Resident of Lake

County.

(6) That if default be made in the payment of any taxes, assessments or other governmental charges assessed against the Mortgaged Premises. or in the payment of levies or tax liens made or levied against the Mortgaged Premises, or in procuring and maintaining insurance required to be maintained on said Mortgaged Premises or paying the premiums therefore, or in keeping the buildings and improvements in good repair, or in providing for the repair, care or attention of the Mortgaged Premises, or complying with the laws; ordinances, regulations and requirements of any governmental body affecting the Mortgaged Premises, or in keeping any other agreement herein contained the Mortgagee may pay said taxes, assessments and other governmental charges affecting the Mortgaged/Premises; may effect such insurance and pay the premiums therefor, make or cause such necessary repairs, care or attention to be given the Mörtgaged/Premises may procure abstracts attle searches and tax histories and may cause any one or more of them to be extended from time to time, and the moneys paid for any one or more or all of said purposes shall from the time of payment be due and payable to the Mortgagee with interest thereonat the per annum rate in effect on the Note at the time and advance is made under this paragraph and shall become part of the indebtedness secured hereby.

(7) Should any right, title or interest in the Mortgaged Premises or any part thereof attany time be superior to the right, title and interest of the Mortgageer or should any tax lien be made or levied against the Mortgaged Premises for delinquent taxes of any kindfor nature, or if any breach of warranty with respect to this mortgage shall at any time exist, or should default be made in the prompt and punctual payment of any of the indebtedness secured hereby, or in the performance of any of the covenants or agreements herein contained, or contained in the note or other agreement with Mortgagee, and should such default continue for thirty (30) days; all:of the indebtedness secured hereby shall; at the option of the mortgagee and without notice; become and be due and payable immediately, notwithstanding any provision of said note for this mortgage to the contrary. The commencement by the Mortgagee of proceedings to foreclose this mortgage in any manner authorized by law shall be deemed

an exercise of said option unless such proceedings on their face indicate otherwise.

(8) That in the event of the occurrence of any one or more of the events mentioned in paragraph Six hereof, it shall be lawful for the said Mortgagee, its successors and assigns, and it is hereby authorized and empowered to sell or cause to be sold the property hereby mortgaged pursuant to the statute in such case made and provided, and out of the proceeds of said sale to retain all sums then due and payable under the terms of said note and under the terms hereof. The Mortgagor expressly agrees to pay the sum of money above secured and Mortgagoe's collection charge and attorneys fees without relief from valuation and appraisement laws.

(9) In order to more fully protect the security of this mortgage:

(A) If requested by the Mortgagee, the Mortgagor will, at the time of closing, deposit with the Mortgagee an amount which together with the payments specified in subparagraph B of this paragraph, will aggregate a stimusufficient to enable the Mortgagee to pay the real estate taxes and assessments that the Mortgagee estimates will be levied against the Mortgaged Premises during the ensuing tax year. one (1) month before such taxes and assessments become deliquent plus an amount which together with the payments designated in subparagraph B of this paragraph will aggregate a sum sufficient to enable the Mortgage to pay the premiums on the fire and other hazard insurance required to be placed on the Mortgaged Premises one (1) month before the next premium becomes due.

(B) In addition to the morthly payments required to be made upon the Indebtouress secured before the Mortgagor shall pay to the Mortgagor.

gagee a sum equal to 1/12th of the amount of the annual real estate taxes and assessments from time to time estimated by the Mortgagee to be assessed against the Mortgaged Premises plus an amount equal to 1/12 of the annual premiums from time to time required to

maintain the fire and hazard insurance required to be placed on the Mortgaged Premises as estimated by the Mortgagee. Subject to paragraph Nine, all sums received by the Mortgagee pursuant to this paragraph or to paragraph Nine shall be held by the Mortgagee

for the account of the Morigagor and applied to the payment of said taxes, assessments and insurance premiums.

(10) If the total payments made by the Mortgagor to the Mortgagee pursuant to the preceding paragraph for the purposes therein stated, shall exceed the amount at any time required for such purposes, such excess shall be retained by the Mortgagee to make subsequent payments for such purposes. If however, the total of such payments shall at any time be insufficient to pay such taxes, assessments and insurance premiums when due, the Mortgagor shall none (1) month prior to the due date thereof, pay to the Mortgagee such additional amount as may be necessary to make up such deficiency. All sums received by the Mortgagee under the preceding paragraph, and held by it at the time when the Mortgager shall/desire to pay the indebtedness secured hereby in full, may be applied by the Mortgagee upon such indebtedness. In the event the Mortgagee shall determine to foreclose this Mortgage, it may, in such event, apply all'sums held by it for the payment of taxes, assessments and insurance premiums on the

indebtedness; secured hereby in any manner at its sole discretion.

(11) No Sale of the premises hereby mortgaged, no forbeathness on the part of the Mortgagee, and no extension of the time for the payment of the debt hereby secured, given by Mortgagee, shall operate to release discharge, modify, change or affect the original liability of Mortgagor, nor shall the lien of this instrument be altered thereby. In the event of the sale or transfer by operation of law, or otherwise, of all or any part of said Mortgaged Premises, said Mortgagee is hereby authorized and empowered to deal with such vendee or transferee with reference to said premises, or the debt secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal

with the original parties hereto and without in any way releasing of olsohorising any of the liabilities or undertakings hereunder.

(12) That the Mortgagor will furnish to the Mortgagee

(A) Within ninety (90) days after each fiscal year of said Mortgagor, a detailed report of the operations of said Mortgagor for such year, including a balance sheet and statements of profit and loss and surplus of said Mortgagor, unaudited, but certified as correct by an authorized representative of said Mortgagor.

(B) Promptly, such other information as said Mortgagee, its successors or assigns, may reasonably request.

(13) Transfer of the Property: Assumption: If all or any part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for equipment, (c) the transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer. Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at/such rate as Mortgagee shall/request: If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and the Note.

(14) It is further agreed that in case Mortgagee herein shall be a party to any suit filed in any court by reason of its being Mortgagee herein. or is at any time called upon to defend said Mortgage and interest in and to said property under the terms of said Mortgage, the Mortgagor will pay unto the Mortgagee all expenses incurred by said Mortgagee, including a reasonable attorney fee, in so defending its interest in said property by reason of said Mortgage, in protecting the lien thereof, or in protecting itself in said suit.

The convenant herein contained shall bind, the benefits and advantages shall inure, to the respective heirs, executors, administrators, sugcessors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.