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92019365

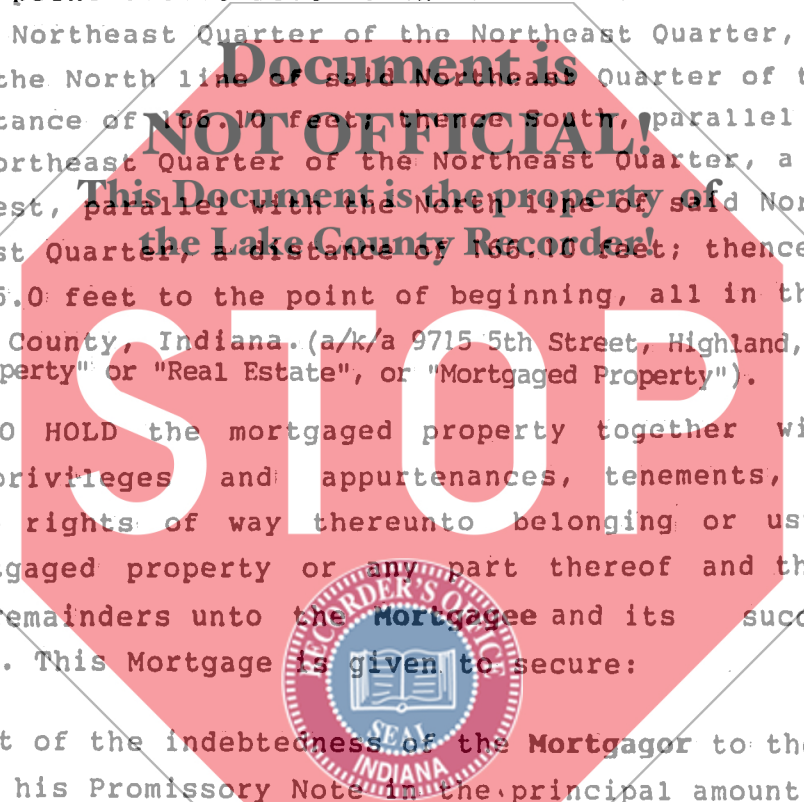
SECOND REAL ESTATE MORTGAGE

7051 Knickerbocker  
Hmo, 46823 PKwy.

THIS MORTGAGE, made this 20th day of March 1992, by Thomas W. DeRolf, 8329 Harrison Avenue, Munster, Indiana 46321, herein referred to as "MORTGAGOR" or "BORROWER", and presented to Walter E. Krall & Caroline Krall herein referred to as "Mortgagee" or "Lender" WITNESSETH:

That Mortgagor hereby mortgages and warrants to Mortgagee the real property situated in the City of Highland, County of Lake, State of Indiana, described as follows:

That part of the Northeast Quarter of the Northeast Quarter of Section 33, Township 36 North, Range 9 West of the 2nd P.M., described as beginning at a point 186.70 feet South and 30.0 feet East of the Northeast corner of said Northeast Quarter of the Northeast Quarter, thence Easterly parallel with the North line of said Northeast Quarter of the Northeast Quarter, a distance of 166.10 feet; thence South, parallel with the West line of said Northeast Quarter of the Northeast Quarter, a distance of 145.0 feet; thence West, parallel with the North line of said Northeast Quarter of the Northeast Quarter, a distance of 166.10 feet; thence North a distance of 145.0 feet to the point of beginning, all in the Town of Highland, Lake County, Indiana. (a/k/a 9715 5th Street, Highland, IN, hereinafter called either "Property" or "Real Estate", or "Mortgaged Property").



STATE OF INDIANA  
LAKE COUNTY  
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2/23/92  
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TO HAVE AND TO HOLD the mortgaged property together with all and singular the privileges and appurtenances, tenements, hereditaments, easements, and rights of way thereunto belonging or usually enjoyed with said mortgaged property or any part thereof and the reversions, remainder and remainders unto the Mortgagee and its successors and assigns forever. This Mortgage is given to secure:

First, payment of the indebtedness of the Mortgagor to the Mortgagee as evidenced by his Promissory Note in the principal amount of SEVENTY FIVE THOUSAND AND 00/100 (\$75,000.00) DOLLARS, of even date herewith, bearing interest from date on the outstanding balance at an ANNUAL PERCENTAGE RATE OF NINE PER CENT (9%) PER ANNUM. Said note and all of its terms are incorporated herein by reference, and this Mortgage shall secure any and all extensions thereof, however, evidenced.

28.00

Second, payment by Mortgagor to Mortgagee, as herein provided, of all sums expended or advanced by Mortgagee pursuant to any term or provisions of this Mortgage; and

Third, performance of each covenant and agreement of Mortgagor herein contained.

FOR THE CONSIDERATION AFORESAID, it is hereby covenanted and agreed by the Mortgagor to and with the Mortgagee:

1. That Mortgagor will pay the Note at the times and in the manner provided therein;
2. That Mortgagor will not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Mortgage was executed.
3. That upon default hereunder Mortgagee shall be entitled to the appointment of a receiver by any court having jurisdiction, after appropriate notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom;
4. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies as may be required from time to time by the Mortgagee, and all such insurance shall be evidenced by standard Fire and Extended Coverage Insurance Policy or Policies, in amounts not less than necessary to comply with the applicable Co-insurance Clause percentage, but in no event shall the amounts of coverage be less

than ninety percent of the Insurable Values or not less than the unpaid balance of the first and second Mortgages thereon, whichever is the lesser, and in default thereof the Mortgagee shall have the right to put such insurance coverage into effect. Such policies shall be endorsed with standard Mortgagee clause with loss payable to the Mortgagee as its interest may appear, and a certificate confirming the existence of such coverage shall be deposited with the Mortgagee and kept timely.

5. That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee in proportion to their claim, who may apply the same to payment of the installments last due under said Note, and Mortgagee are hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award;

6. That Mortgagor will take reasonable care of the mortgaged premises and the buildings thereon, and will maintain the same in as good repair and condition as at the original date of this Mortgage, ordinary depreciation excepted; and that he will commit or permit no waste or nuisance of any kind.

7. The Mortgagor covenants that he will not voluntarily create or permit to be created against the property subject to the Mortgage any lien or liens superior to the lien of this Mortgage, except for the first Mortgage thereon; and further that he will endeavor to keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises;

8. The Mortgagor covenants and warrants that the improvements located upon the premises above described shall at all times be used in compliance with all municipal ordinances and regulations made or promulgated by lawful authority, and that the said improvements will comply with all municipal ordinances and regulations and with the rules of the fire rating or inspection organization, bureau, association or office having jurisdiction which may now or hereafter become applicable.

9. That the Mortgagee shall have the right to inspect the mortgaged premises at any reasonable time;

10. That in the event of default in making any monthly payment provided for herein or in the note secured hereby, and if such default is not made good as required by said note or in the event of a breach of any other stipulation, agreement, condition and covenant of this Mortgage, after written notice of the same shall be presented to the Mortgagor by the Mortgagee and if the reasons for said default shall not have been eliminated within thirty (30) days thereafter, then in any such case, the whole principal sum of said note shall, at the option of the Mortgagee, be deemed to have become immediately due, and the same with interest thereon and with all other costs and charges, shall thereupon be collectible by foreclosure of this Mortgage.

11. That no waiver of any covenant herein or of the note secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby;

12. That in case of foreclosure of this Mortgage in any court of law or equity and whether or not any order or decree shall have been entered therein, a reasonable sum shall be allowed for

attorneys' fees of the Plaintiff in such proceedings, and in addition thereto, a reasonable sum for stenographers' fees and for all moneys expended for documentary evidence and the cost of a complete abstract of title and title report for the purpose of such foreclosure, such sums to be secured by the lien hereunder; and there shall be included in any judgment or decree foreclosing this Mortgage and to be paid out of the rents or the proceeds of any sale made in pursuance of any such judgment or decree: (A) All costs and expenses of such suit or suits, advertising, sale and conveyance, including attorneys', accountants' and stenographers' fees, outlays for documentary evidence and cost of said abstract, examination of title and title report; (B) All moneys advanced by Mortgagee, if any, for any purpose authorized in this Mortgage, with interest as herein provided; (C) All the accrued interest remaining unpaid on the indebtedness hereby secured; (D) All the said principal money remaining unpaid. The overplus of the proceeds, if any, shall be paid to the said Mortgagor on a reasonable request, or as the court may direct. If the proceeds are insufficient to pay the total indebtedness, the Mortgagee will be entitled to a deficiency judgment. The sale of the mortgaged premises may be made either as a whole or in parcels.

The Mortgagee recognized that there is a first Mortgage on the property and that the rights of the Mortgagee, as set forth herein, are subordinate to the rights of the first Mortgageholder, as provided by law.

13. Should the REAL ESTATE or any interest therein be assigned, conveyed or transferred, or if title shall vest in any other person or entity other than the Mortgagor, then, and in

that event, the described Promissory Note and this Mortgage shall become immediately due and payable and all sums shall become immediately due and payable to the Mortgagee. Parties agree that Mortgagor's interest herein is assignable.

14. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs but such entry shall be subject to any right of the First Mortgagee.

Any amounts disbursed by Lender pursuant to this Paragraph 14 with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on money judgments under the laws of the State of Indiana. Nothing contained in this Paragraph 14 shall require Lender to incur any expense or take any action hereunder.

15. Extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate


to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

16. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage. **Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!**

17. This Mortgage and all the covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto, and to the extent permitted by law, shall bind any subsequent owner of the mortgaged premises or any part thereof. The term Mortgagee shall include any lawful owner or holder of the mortgage debt. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

18. PROVIDED ALWAYS, that if the Mortgagor shall well and truly perform all of the terms, conditions and covenants of this Mortgage and of the Note secured hereby, then this Mortgage and the Note secured hereby shall cease, and become void and of no effect.

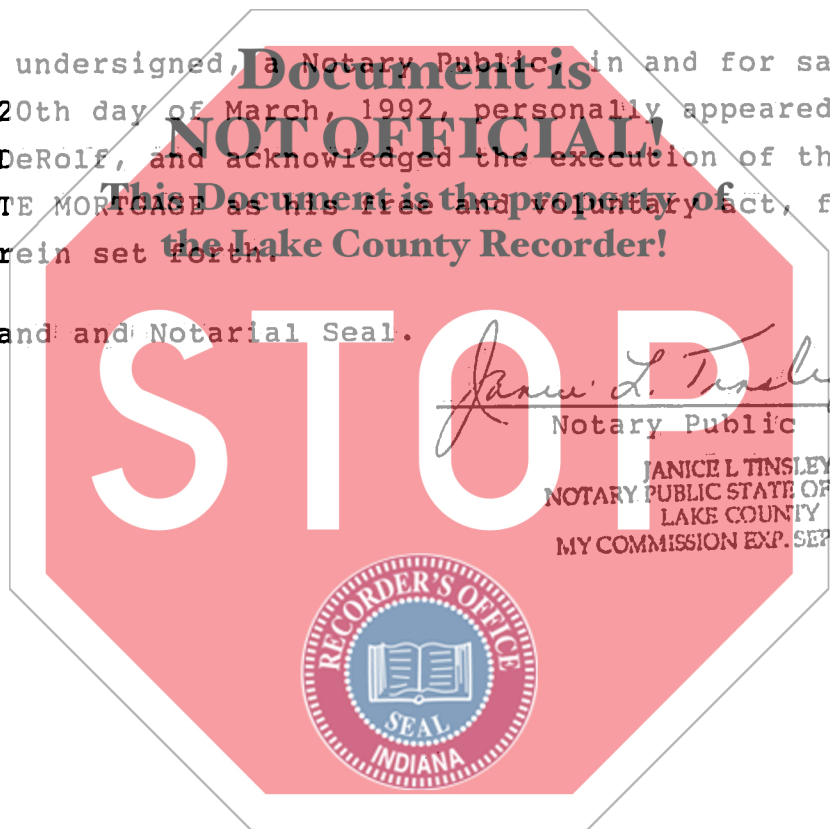
IN WITNESS WHEREOF, the said **Mortgagor** has hereunto set his hand and seal on the date first above set forth at Highland, Indiana, in multiple copies, each of which shall be considered an original.


  
THOMAS W. DEROLF

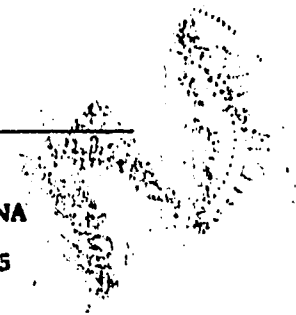
STATE OF INDIANA )  
COUNTY OF LAKE ) **SS:**

Before me, the undersigned, a Notary Public, in and for said County and State, this 20th day of March, 1992, personally appeared the within named Thomas W. DeRolf, and acknowledged the execution of the foregoing SECOND REAL ESTATE MORTGAGE as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal.



  
Notary Public  
JANICE L TINSLEY  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. SEPT 29, 1995





75000

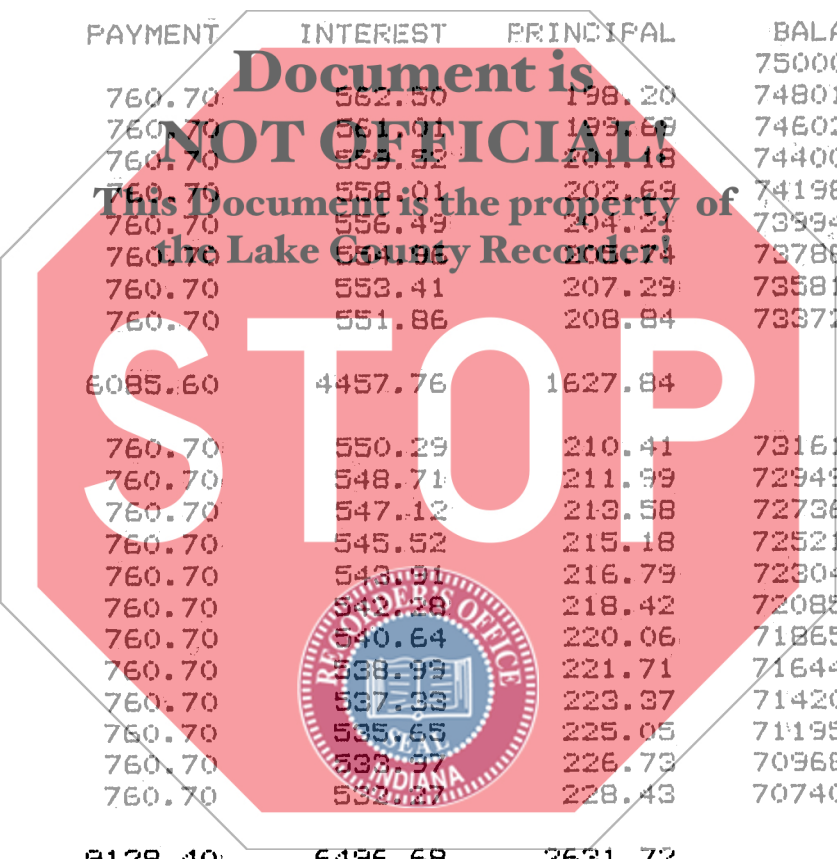
- 2. ANNUAL INTEREST RATE : 9
- 3. NO. OF PAYMENTS PER YEAR : 12
- 4. TOTAL NUMBER OF PAYMENTS : 180
- 5. PAYMENT AMOUNT (OPTIONAL):
- 6. BALLOON PAYMNT (OPTIONAL):
- 7. FIRST PAYMENT MONTH # : 5
- 8. FIRST PAYMENT YEAR : 92
- 9. START PRINTING WITH YEAR#: 1
- 10. END SCHEDULE WITH YEAR # : 15
- 11. ANNUAL TOTALS ONLY [Y/N]: N

CHANGE ENTRY [Y/N]: N

THE FOLLOWING DATA IS FOR INFORMATION PURPOSES ONLY AND THE ACCURACY OF THE FIGURES HEREINAFTER SET FORTH IS NOT GUARANTEED.

AMOUNT= 75000. RATE= 9.000 PAYMENTS= 180. BALLOON= 0.

PYMT#	MO/YEAR	PAYMENT	INTEREST	PRINCIPAL	BALANCE
					75000.00
1	5/1992	760.70	562.50	198.20	74801.80
2	6/1992	760.70	561.01	199.69	74602.11
3	7/1992	760.70	559.52	201.18	74400.93
4	8/1992	760.70	558.01	202.69	74198.24
5	9/1992	760.70	556.49	204.21	73994.03
6	10/1992	760.70	554.96	205.74	73788.29
7	11/1992	760.70	553.41	207.29	73581.00
8	12/1992	760.70	551.86	208.84	73372.16
1992 TOTALS		6085.60	4457.76	1627.84	
9	1/1993	760.70	550.29	210.41	73161.75
10	2/1993	760.70	548.71	211.99	72949.76
11	3/1993	760.70	547.12	213.58	72736.18
12	4/1993	760.70	545.52	215.18	72521.00
13	5/1993	760.70	543.91	216.79	72304.21
14	6/1993	760.70	542.28	218.42	72085.79
15	7/1993	760.70	540.64	220.06	71865.73
16	8/1993	760.70	538.99	221.71	71644.02
17	9/1993	760.70	537.33	223.37	71420.65
18	10/1993	760.70	535.65	225.05	71195.60
19	11/1993	760.70	533.97	226.73	70968.87
20	12/1993	760.70	532.27	228.43	70740.44
1993 TOTALS		9128.40	6496.68	2631.72	
21	1/1994	760.70	530.55	230.15	70510.29
22	2/1994	760.70	528.83	231.87	70278.42
23	3/1994	760.70	527.09	233.61	70044.81
24	4/1994	760.70	525.34	235.36	69809.45
25	5/1994	760.70	523.57	237.13	69572.32
26	6/1994	760.70	521.79	238.91	69333.41
27	7/1994	760.70	520.00	240.70	69092.71
28	8/1994	760.70	518.20	242.50	68850.21
29	9/1994	760.70	516.38	244.32	68605.89
30	10/1994	760.70	514.54	246.16	68359.73
31	11/1994	760.70	512.70	248.00	68111.73
32	12/1994	760.70	510.84	249.86	67861.87
1994 TOTALS		9128.40	6249.83	2878.57	
33	1/1995	760.70	508.96	251.74	67610.13
34	2/1995	760.70	507.08	253.62	67356.51



35	3/1995	760.70	505.17	255.53	67100.98
36	4/1995	760.70	503.26	257.44	66843.54
37	5/1995	760.70	501.33	259.37	66584.17
38	6/1995	760.70	499.38	261.32	66322.85
39	7/1995	760.70	497.42	263.28	66059.57
40	8/1995	760.70	495.45	265.25	65794.32
41	9/1995	760.70	493.46	267.24	65527.08
42	10/1995	760.70	491.45	269.25	65257.83
43	11/1995	760.70	489.43	271.27	64986.56
44	12/1995	760.70	487.40	273.30	64713.26

1995 TOTALS 9128.40 5979.79 3148.61

45	1/1996	760.70	485.35	275.35	64437.91
46	2/1996	760.70	483.28	277.42	64160.49
47	3/1996	760.70	481.20	279.50	63880.99
48	4/1996	760.70	479.11	281.59	63599.40
49	5/1996	760.70	477.00	283.70	63315.70
50	6/1996	760.70	474.87	285.83	63029.87
51	7/1996	760.70	472.72	287.98	62741.89
52	8/1996	760.70	470.56	290.14	62451.75
53	9/1996	760.70	468.39	292.31	62159.44
54	10/1996	760.70	466.20	294.50	61864.94
55	11/1996	760.70	463.99	296.71	61568.23
56	12/1996	760.70	461.76	298.94	61269.29

1996 TOTALS 9128.40 5684.43 3443.97

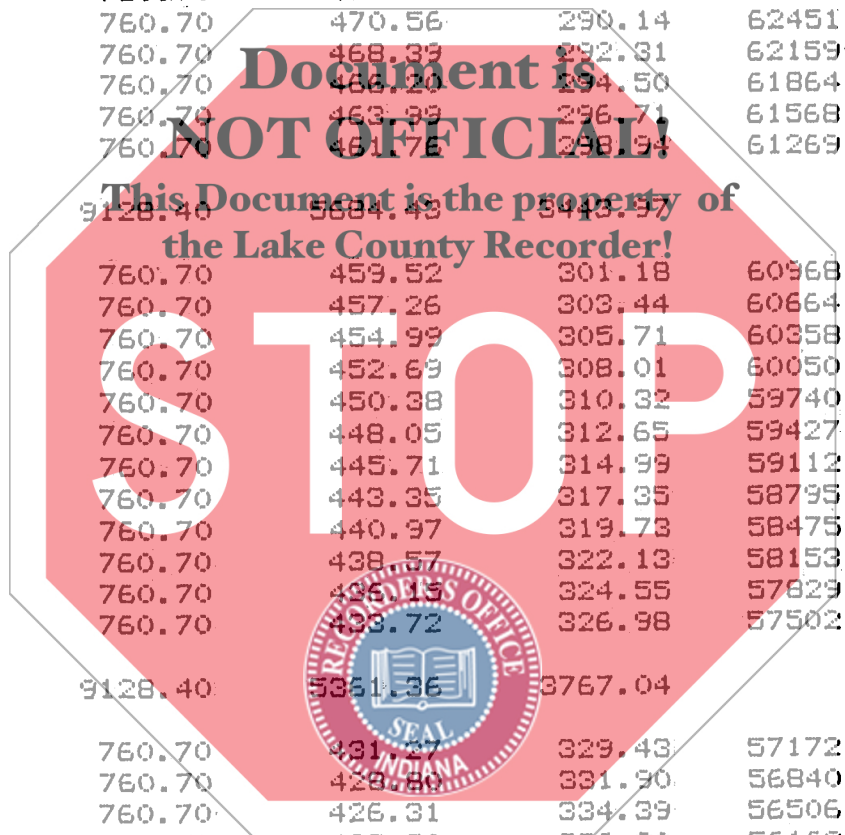
57	1/1997	760.70	459.52	301.18	60968.11
58	2/1997	760.70	457.26	303.44	60664.67
59	3/1997	760.70	454.99	305.71	60358.96
60	4/1997	760.70	452.69	308.01	60050.95
61	5/1997	760.70	450.38	310.32	59740.63
62	6/1997	760.70	448.05	312.65	59427.98
63	7/1997	760.70	445.71	314.99	59112.99
64	8/1997	760.70	443.35	317.35	58795.64
65	9/1997	760.70	440.97	319.73	58475.91
66	10/1997	760.70	438.57	322.13	58153.78
67	11/1997	760.70	436.15	324.55	57829.23
68	12/1997	760.70	433.72	326.98	57502.25

1997 TOTALS 9128.40 5351.36 3767.04

69	1/1998	760.70	431.27	329.43	57172.82
70	2/1998	760.70	428.80	331.90	56840.92
71	3/1998	760.70	426.31	334.39	56506.53
72	4/1998	760.70	423.80	336.90	56169.63
73	5/1998	760.70	421.27	339.43	55830.20
74	6/1998	760.70	418.73	341.97	55488.23
75	7/1998	760.70	416.16	344.54	55143.69
76	8/1998	760.70	413.58	347.12	54796.57
77	9/1998	760.70	410.97	349.73	54446.84
78	10/1998	760.70	408.35	352.35	54094.49
79	11/1998	760.70	405.71	354.99	53739.50
80	12/1998	760.70	403.05	357.65	53381.85

1998 TOTALS 9128.40 5008.00 4120.40

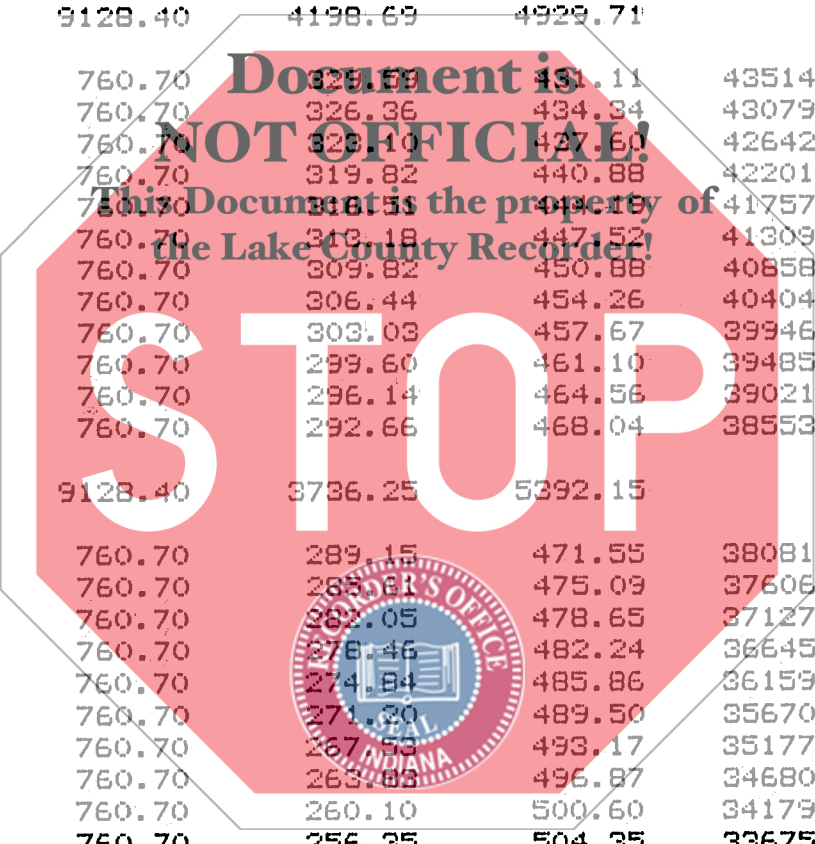
81	1/1999	760.70	400.36	360.34	53021.51
82	2/1999	760.70	397.66	363.04	52658.47
83	3/1999	760.70	394.94	365.76	52292.71
84	4/1999	760.70	392.20	368.50	51924.21
85	5/1999	760.70	389.43	371.27	51552.94
86	6/1999	760.70	386.65	374.05	51178.89
87	7/1999	760.70	383.84	376.86	50802.03
88	8/1999	760.70	381.02	379.68	50422.35



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89	9/1999	760.70	378.17	382.53	50039.82
90	10/1999	760.70	375.30	385.40	49654.42
91	11/1999	760.70	372.41	388.29	49266.13
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1999 TOTALS		9128.40	4621.48	4506.92	
93	1/2000	760.70	366.56	394.14	48480.79
94	2/2000	760.70	363.61	397.09	48083.70
95	3/2000	760.70	360.63	400.07	47683.63
96	4/2000	760.70	357.63	403.07	47280.56 <i>LAST</i>
97	5/2000	760.70	354.60	406.10	46874.46
98	6/2000	760.70	351.56	409.14	46465.32
99	7/2000	760.70	348.49	412.21	46053.11
100	8/2000	760.70	345.40	415.30	45637.81
101	9/2000	760.70	342.28	418.42	45219.39
102	10/2000	760.70	339.15	421.55	44797.84
103	11/2000	760.70	335.98	424.72	44373.12
104	12/2000	760.70	332.80	427.90	43945.22
2000 TOTALS		9128.40	4198.69	4929.71	
105	1/2001	760.70	329.59	431.11	43514.11
106	2/2001	760.70	326.36	434.34	43079.77
107	3/2001	760.70	323.10	437.60	42642.17
108	4/2001	760.70	319.82	440.88	42201.29
109	5/2001	760.70	316.51	444.19	41757.10
110	6/2001	760.70	313.18	447.52	41309.58
111	7/2001	760.70	309.82	450.88	40858.70
112	8/2001	760.70	306.44	454.26	40404.44
113	9/2001	760.70	303.03	457.67	39946.77
114	10/2001	760.70	299.60	461.10	39485.67
115	11/2001	760.70	296.14	464.56	39021.11
116	12/2001	760.70	292.66	468.04	38553.07
2001 TOTALS		9128.40	3736.25	5392.15	
117	1/2002	760.70	289.15	471.55	38081.52
118	2/2002	760.70	285.81	475.09	37606.43
119	3/2002	760.70	282.05	478.65	37127.78
120	4/2002	760.70	278.46	482.24	36645.54
121	5/2002	760.70	274.84	485.86	36159.68
122	6/2002	760.70	271.20	489.50	35670.18
123	7/2002	760.70	267.53	493.17	35177.01
124	8/2002	760.70	263.83	496.87	34680.14
125	9/2002	760.70	260.10	500.60	34179.54
126	10/2002	760.70	256.35	504.35	33675.19
127	11/2002	760.70	252.56	508.14	33167.05
128	12/2002	760.70	248.75	511.95	32655.10
2002 TOTALS		9128.40	3230.43	5897.97	
129	1/2003	760.70	244.91	515.79	32139.31
130	2/2003	760.70	241.04	519.66	31619.65
131	3/2003	760.70	237.15	523.55	31096.10
132	4/2003	760.70	233.22	527.48	30568.62
133	5/2003	760.70	229.26	531.44	30037.18
134	6/2003	760.70	225.28	535.42	29501.76
135	7/2003	760.70	221.26	539.44	28962.32
136	8/2003	760.70	217.22	543.48	28418.84
137	9/2003	760.70	213.14	547.56	27871.28
138	10/2003	760.70	209.03	551.67	27319.61
139	11/2003	760.70	204.90	555.80	26763.81
140	12/2003	760.70	200.73	559.97	26203.84
2003 TOTALS		9128.40	2677.14	6451.26	



141	1/2004	760.70	196.53	564.17	25639.67
142	2/2004	760.70	192.30	568.40	25071.27
143	3/2004	760.70	188.03	572.67	24498.60
144	4/2004	760.70	183.74	576.96	23921.64
145	5/2004	760.70	179.41	581.29	23340.35
146	6/2004	760.70	175.05	585.65	22754.70
147	7/2004	760.70	170.66	590.04	22164.66
148	8/2004	760.70	166.23	594.47	21570.19
149	9/2004	760.70	161.78	598.92	20971.27
150	10/2004	760.70	157.28	603.42	20367.85
151	11/2004	760.70	152.76	607.94	19759.91
152	12/2004	760.70	148.20	612.50	19147.41

2004 TOTALS                    9128.40                    2071.97                    7056.43

153	1/2005	760.70	143.61	617.09	18530.32
154	2/2005	760.70	138.98	621.72	17908.60
155	3/2005	760.70	134.31	626.39	17282.21
156	4/2005	760.70	129.62	631.08	16651.13
157	5/2005	760.70	124.88	635.82	16015.31
158	6/2005	760.70	120.11	640.59	15374.72
159	7/2005	760.70	115.31	645.39	14729.33
160	8/2005	760.70	110.47	650.23	14079.10
161	9/2005	760.70	105.59	655.11	13423.99
162	10/2005	760.70	100.68	660.02	12760.97
163	11/2005	760.70	95.73	664.97	12099.00
164	12/2005	760.70	90.74	669.96	11429.04

2005 TOTALS                    9128.40                    1410.03                    7718.37

165	1/2006	760.70	85.72	674.98	10754.06
166	2/2006	760.70	80.66	680.04	10074.02
167	3/2006	760.70	75.56	685.14	9388.88
168	4/2006	760.70	70.42	690.28	8698.60
169	5/2006	760.70	65.24	695.46	8003.14
170	6/2006	760.70	60.02	700.68	7302.46
171	7/2006	760.70	54.77	705.93	6596.53
172	8/2006	760.70	49.47	711.23	5885.30
173	9/2006	760.70	44.14	716.56	5168.74
174	10/2006	760.70	38.77	721.93	4446.81
175	11/2006	760.70	33.35	727.35	3719.46
176	12/2006	760.70	27.90	732.80	2986.66

2006 TOTALS                    9128.40                    686.02                    8442.38

177	1/2007	760.70	22.40	738.30	2248.36
178	2/2007	760.70	16.86	743.84	1504.52
179	3/2007	760.70	11.28	749.42	755.10
180	4/2007	760.76	5.66	755.10	0.00

2007 TOTALS                    3042.86                    56.20                    2986.66

CHANGE ENTRY [Y/N]:

