

N.J.

Record & Return to: LaSalle Bank Matteson  
1701 River Oaks Drive  
Calumet City, IL 60409

92029899

## TRUST DEED

THIS INDENTURE, Made May 1, 1992, between David G. Kegebein and Penny L. Kegebein, his wife, as joint tenants:\*\*\*\*\*

herein referred to as "Mortgagors", and:

LAKE COUNTY TRUST COMPANY

an Indiana corporation doing business in Crown Point, Indiana, herein referred to as TRUSTEE, WITNESSETH:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as HOLDERS OF THE NOTE, in the PRINCIPAL SUM OF

Sixteen Thousand Eight Hundred and NO/100----- DOLLARS, evidenced by one certain Installment Note of the Mortgagors of even date herewith, made payable to BEARER and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 9.95 per cent per annum in installments as follows: Two Hundred Seventy-Eight and 46/100----- Dollars

on the 7th day of June 1992 and Two Hundred Seventy-Eight and 46/100----- Dollars

on the 7th day of each month thereafter until said note is

fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 7th

day of May 1999. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal, and so long as any part of the principal and interest shall remain unpaid, the rate of interest shall be increased to 10.95 per cent per annum on the unpaid principal and interest.

Matteson

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NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants, and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar (in hand) paid, the receipt whereof is hereby acknowledged, do by these presents MORTGAGE AND WAIVANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, rights, title and interest therein situate, lying and being in the COUNTY OF Lake AND STATE OF INDIANA.

Situated in the City of St. John, County of Lake, and State of Indiana,

and is further described as follows:

PARCEL I:

Part of the Northeast Quarter of the Northeast Quarter of Section 32, Township 35 North, Range 9 West of the 2nd Principal Meridian, described as follows:

Commencing 82 1/2 rods West of the Northeast corner of said Northeast Quarter of the Northeast Quarter; thence South 8 rods; thence West 10 rods; thence North 8 rods; thence East 10 rods to the place of beginning, in Lake County, Indiana.

PARCEL II:

Part of the Northeast 1/4 of Section 32, Township 35 North, Range 9 West of the 2nd Principal Meridian in the town of St. John, Lake County, Indiana, more particularly described as follows:

Begins at a point on the North line of said Section 32, 106.25 feet Westerly of the Northeast corner of said Section 32; thence southerly on the line parallel to and 67.25 feet Westerly of the West line of said parcel of land, to a point in St. John Creek; thence southerly as recorded in Deed Record 72 page 18, in the Office of the Recorder of Lake County, Indiana, a distance of 200 feet thence easterly on a line parallel to and 200 feet South of the North line of said Section 32, a distance of 232.40 feet to a point on the West line of Kilman's Second Addition to St. John, as recorded in Plat Book 8 page 50, in the Office of the Recorder of Lake County, Indiana, a distance of 68 feet to a point on the North line of said Section 32; thence Westerly 103.25 feet (103.25) to and 132 feet South of said North line a distance of 103.25 feet; thence Northerly a distance of 132 feet to a point lying 103.25 feet Westerly of the Northeast corner of said Section 32; thence Westerly on the North line of said Section 32, a distance of 67.4 feet to the point of beginning.

PIN: 22-12-4-3-

22-12-4-73

Commonly Known As: 21475 West 93rd

St. John, IN 46373

ROBERT (BOB) FREELAND  
RECORDED  
RECORDED

May 21 1992

STATE OF INDIANA/S.S.N.  
LAKE COUNTY  
FILED FOR RECORD

which with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, fixtures, appurtenances thereto belonging, and all rents, issues, and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter, therein or thereon used to supply heat, gas, air, conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, draperies, curtains, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not; and it is agreed that dissimilar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purpose, and upon the uses and trusts herein set forth,

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors shall (1) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, and extended coverage under policies providing for payment by the insurance companies or money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewals policies not less than ten days prior to the respective dates of expiration.

Do not destroy this paper until release is obtained.

Document prepared by: Joanne L. Reinsma  
1701 River Oaks Drive  
Calumet City, IL 60409

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2. On event of default thereon, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagors in any form and manner deemed expedient and may, but need not, make full or partial payment of principal or interest due or unpaid on the note, or foreclose of same by sale, or forfeiture, or going into possession or contest any tax for assessment.

3. All monies paid for any of the purposes herein authorized, and all expenses paid for, incurred in connection therewith, including attorneys' fees, costs of suit, and other money and expenses paid for the protection of the mortgage premises and the holders of principal or interest due or unpaid thereon, and all interest (including immediate, due and payable) without notice and without interest thereon at the rate of seven percent per annum, from the date of the note shall be considered as a waiver of any right to require payment of any additional indebtedness hereunder on the part of Mortgagors.

4. The Trustee or the holders of the note hereby are authorized to make any payment hereby authorized relating to taxes or assessments may do so according to any bill statement, estimate, or record, procured from the appropriate public office without injury to the accuracy of such bills.

5. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, at the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed, notwithstanding payment of any sum due thereon, or otherwise, to the contrary, become due and payable immediately, in the case of default in making payment, or any non-delivery of principal or interest on the part of (b), when default shall occur and continue for three days after the performance of any other agreement of the Mortgagors herein contained.

6. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, holders of the note or trustee shall have the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness for attorney's fees, Trustee's fees, appraiser's fees, court costs, documentary stamp, expert witness, stamp duty, charges, publication costs, and examinations, guaranteed articles, and similar dues, and assurance, with respect to title as Trustee or holders of the note may deem to be due of that title, or of the value of the premises. All expenditures and expenses of the nature, in this paragraph mentioned shall become due upon the filing of the suit, or, if Trustee or holders of the note commence action with (a), any proceeding, including probate and bankruptcy proceedings, either of the individual party, either as plaintiff or defendant, by reason of his trust director of any indebtedness, whether or not actually commenced, or (c), preparations for the defense of any threatened suit or proceeding which might affect the premises.

7. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order: first, on account of all costs, and expenses incident to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph, with interest thereon at the rate provided; second, on principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives, or assigns, and their rights may appear.

8. Upon, or at any time after the filing of an suit to foreclose this instrument, the court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after suit, without notice, without regard to the solvency or insolvency of Mortgagors, at the time of application for such receiver, and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power, among other things, to collect rents, leases, and profits, and to manage, during the pendency of such foreclosure suit, and in case of deficiency, during the time statutory period of redemption, whether the same be redemption or not, as well as during any further times when the receiver holds the property, for the protection, preservation, control, management, and operation of the premises during the whole of the same. (1) The receiver may, if he deems it necessary, sue in his own name, or in the name of the trust, for any damages, or expenses, or other claim which may be or become superior to the lien hereon, or to your action, provided such application is made prior to foreclosure sale; (2) the liability in case of want of sufficientty.

9. Notice for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available for the party interposing an objection to the note, and unpaid indebtedness shall be payable without any notice whatever, from valuation or appraisal, but the drawee and/or holder generally have presentation for payment, protest or notice of protest and non-payment of this note.

10. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times, and access thereto shall be given, limited for that purpose.

11. Trustee has no duty to examine the title, location, relation, or conditions of the premises, nor shall Trustee be obligated to record this instrument or to exercise any power therein given unless and until the receiver of the note, or the title, or any facts or omissions thereof, become necessary to him before exercising any power herein given.

12. Trustee shall release this instrument upon presentation of satisfactory evidence that all unpaid indebtedness secured by this instrument has been fully paid, and Trustee may execute and deliver a release hereof, and at the request of any person who shall, either before or after maturity thereof, produce, and acknowledge to Trustee the note, representing that all indebtedness hereby occurred has been paid, which representation Trustee may accept as the genuine note herein described, any note which bears a certificate of identification, purporting to be executed by the person herein designated as the maker thereof; and where the release is executed, of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which is to be executed by the person herein designated as maker thereof.

13. Trustee may resign by instruments in writing filed in the office of the recorder of titles in which this instrument shall have been recorded, for failure of cause of the resignation, inability or refusal to act as Trustee, the then recorder of Deeds of the county in which the instrument was recorded, shall be entitled to reasonable compensation for all acts performed hereunder.

14. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness for any part thereof, whether or not such persons shall have executed the note or this Trust Deed.

WITNESS the day and year first above written.

*David G. Kegebein*  
David G. Kegebein



(SEAL)

(SWAUS)

STATE OF ILLINOIS

COUNTY OF COOK

BB:

I, ...., a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY IDENTIFY THAT David G. Kegebein and Penny L. Kegebein, his wife as joint tenants.

Who ..... is personally known to me to be the same person as ..... St. whose name is ..... Subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand on the 1<sup>st</sup> day of May, 1991, at the office of the Lake County Trust Company, Inc., Trustee.

My Commission Expires: 03/21/93

The principal note mentioned in this instrument is identified herewith under identification No. C-1816.

LAKE COUNTY TRUST COMPANY, Inc., Trustee

By: *Charlotte L. Keillman*  
Charlotte L. Keillman - Trust Officer

as Trust Officer

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