

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

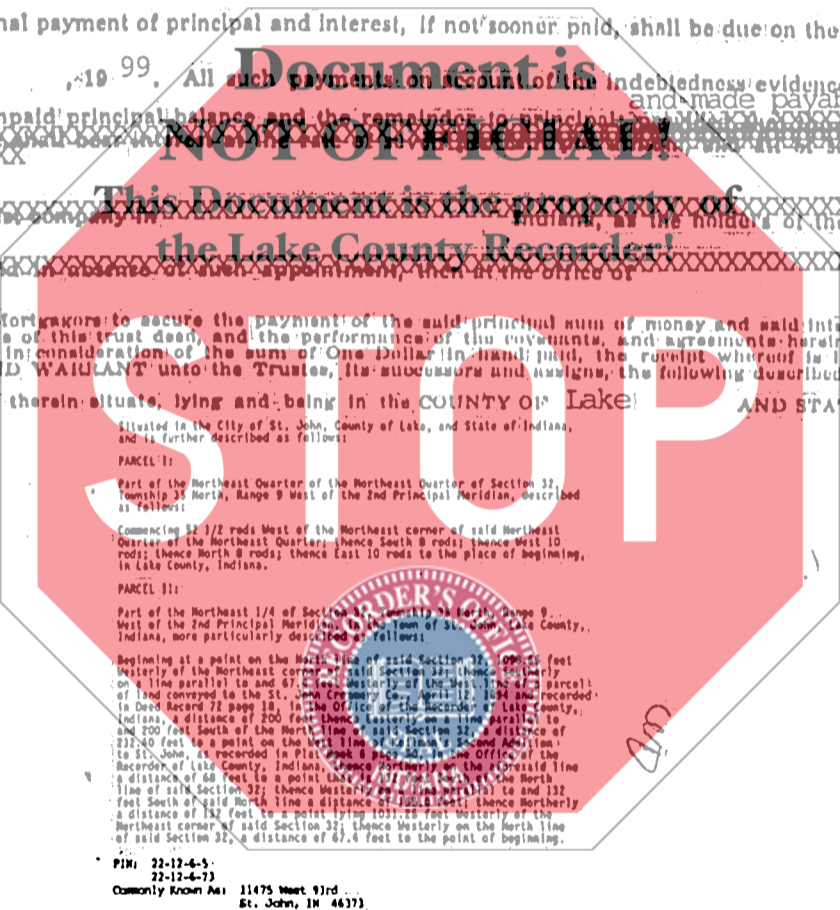
applied to interest on the unpaid principal balance and the remainder to principal, and made payable to LaSalle Bank

Matteson, or such banking house or company in Indiana, as the holders of the note may, from time to time

in the absence of such appointment, then at the office of

in said City,

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 WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, 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 52 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:

Beginning at a point on the North line of said Section 32, 1099.55 feet West of the Northeast corner of said Section 32; thence Northerly on a line parallel to and 67.5 feet West of the West line of a parcel of land conveyed to the St. John Cemetery Co., April 12, 1884 and recorded in Deed Record 72 page 18, in the Office of the Recorder at Lake County, Indiana, a distance of 200 feet; thence East 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 said land; thence North to St. John, as recorded in Plat Book 8 page 40, in the Office of the Recorder of Lake County, Indiana, a distance of 100.25 feet; thence North a distance of 68 feet to a point on the West line of said Section 32; thence North on the West line of said Section 32, a distance of 100.25 feet; thence North a distance of 132 feet to a point lying 1031.25 feet West of the Northeast corner of said Section 32; thence West on the North line of said Section 32, a distance of 67.5 feet to the point of beginning.

PI# 22-17-4-5

22-17-4-7

Commonly Known As: 11475 West 93rd St. John, IN 46373

ROBERT BOGGS REELAND
RECORDER

MAY 12 10 20 AM '92

STATE OF INDIANA/S.S.M.D.
LAKE COUNTY
FILED FOR RECORD

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

TOGETHER with all improvements, tenements, easements, fixtures, and 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 party 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, radiators, beds, awnings, 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 similar 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 purposes, 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 thereof; (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 protests, in the manner provided by statute, any tax or assessment which Mortgagors 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 of moneys 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 renewal 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
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