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HOME EQUITY CREDIT-LINE MORTGAGE

JUNE 12 19_92 THIS MORTGAGE (the "Modosco") Is made as of TOTH, HUSBAND AND WIFE 'Mortgagor'') and AMERICAN NATIONAL BANK OF LANSING, 3115 Ridge Road, Lansing, Illinois ("Mortgagee")

ARTICLE I

-1. Definitions. As used herein, the following terms shall have the following meanings, applicable equally to the singular and plural forms of each term:

(a) Agreement: The Agreement and Disclosure for Home Equity Credit Line by and between Mortgager and Mortgager, dated as of the same date as this Mortgager. The agreement provides for a floating rate, open-end credit line pursuant to which Mortgager makes Loans, as defined in the Agreement, up to the Credit Limit and Mortgager repays.

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and resided in the office of as Döcument Nümber

(d) First Mortgagee: The holder of the First Mortgage:

ARGARETTER - COMPANY: INC.

RECURDED AS DOCUMENT 9333391 ASSIGNED TO BANCPLUS MORTBAGE CORPORATION AND

(o) Fixtures. All fixtures, including replacements and additions hereto, now or hereafter located under, on or above the Land that constitute or will constitute fixtures under the laws of the State of Indiana, and excluding any trade lixtures of any tenants under the Leases

(f) Impositions: All real estate and personal property taxes and other taxes and assessments, public or private, water and sewer rates and charges; all other governmental or nongovernmental charges applicable to the Mortgaged Property; any interest or costs or penalties with respect to any of the foregoing; and charges for any easement or agreement maintained for the benefit of the Mortgagod Property, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which may at any time prior to or after the execution of this Mortgago, be assessed, levied, or imposed upon the Mortgagod Property or the rent or income received therefrom. or any use or occupancy thereof.

(g): Improvements: Any and all buildings or structures of any nature whatsoever, including replacements or additions thereto, now or hereafter situated on the Land.

(h) Indebtedness: The principal of, interest on and/or all other amounts, finance charges, payments and premiums due under the agreement and all other indebtedness of Mortgager to Mortgagee under and/or secured by the Mortgage. Because this Mortgage is given to secure an open end credit line, the term Indebtedness shall include not only presently existing Indebtedness under the Agre ment, whether such Loans are obligatory or to be made at the option of Mortgages, to the same extent as if such future

Lot. 188: IN*CRESCENT LAKE UNIT 2, AN ADDITION TO THE TOWN OF

and described as follows on MENOSMWEENERSKEEN MERRILLVILLE; AS PER PLATITURED, RECORDED IN PLATIBOOK ST PAGE 377; IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

his Document is the property of the Lake County Recorder!

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Common Address Real Estate Tax Key #

MERRILLVILLE, 7518 NORTON STREET 15-497-47

nal Estate Tax: Key!# 15-497-47

(i) Leases: Any and all leases; licenses, concessions or grants or other possessory interests granted by Mortgagor as lessor now or hereafter in force, oral providen, covering: or affecting all or any part of the Mortgaged Property.

attecting all or any, part of the Morigaged Property.

(k) Morigaged Property: The Land, the improvements, the Fixtures and the Leases together with:

(1) all rights, privileges, rents, royalties, profits, inhered, oil and gas rights and profits, tenements, hereditaments, rights of way, easements, appendages, appurtenances, friparian or littoral rights now, or hereafter belonging or in any way, appertenting to the tand/or the Improvements;

(2) all of Morigagor's, right, title and interest in and to any streets, rights of way, alleys, strips or gores of land now or hereafter, adjoining the Land/or.

(3) all of Morigagor's right, title and interest in and to any award or awards hereofore made or hereafter to be made by any municipal, county, state or federal authority for board to the present and all subsequent owners or land and or the Example Property, including any award or awards the present and all subsequents and one of the present and all subsequents and one of the Land and one of the Land and one of the present and all subsequents and one of the Land and one of the present and all subsequents and one of the Land and one of the present and all subsequents and one of the Land and one of the present and all subsequents and one of the Land and

(or board to the present and all subsequent owners of the Land and/or the Improvements and/or the Fixtures and/or the Personal Property, including any award or awards for any changes of grade of any street or streets affecting the Land and/or the Improvements and/or Fixtures and/or the Personal Property, subject to Mortgagor's right to use such award pursuant to Article VIII; and

(4) all the estate, right title, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Land and/or Improvements and/or the Fixtures.

The term "Mortgaged Property" includes any part of the foregoing property described as Mortgaged Property.

(I) Obligations: Any and/or all of the covenants, promises and other obligations (other than for the payment of the indebtedness) including, without limitation, the payment of Impositions as provided herein made or owing by Mortgagor or others to or due to Mortgage under and/or set forth in the Agreement and/or the Security Documents.

(m) Personal Property: All personal property owned by Mortgagor and located on the Land:

(n) Proceeds: All monies and proceeds derived from the Personal Property or from said Mortgaged Property including without limitation insurance proceeds and condemnation awards.

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(o) 'Rents: All the rents, revenues, income, profits and other benefits now or hereafter arising from the use and enjoyment of the Mortgaged Property (p) Security Documents: The Agreement and all other documents and instruments now or hereafter furnished to the Mortgagee, including, but not limited to, this Mortgage, to evidence of secure payment of the Indebtedness. . پن •5

ARTICLE II GRANT

(2) Grantiol Security Interest.

2.1k Grant. To secure the payment of the indebtedness and the performance and discharge of the Obligations. Mortgagor does by these presents give, transfer, bargain, sell, alien, remise, release, assign, mortgage, hypothecate, deposit, pledge, set over confirm, convey, warrant and grant a security interest unto Mortgage in and to all estate, right, title and interest of Mortgagor in and to hold the Mortgaged Property. Whether now owned or held or hereafter acquired by Mortgagor to have and to hold the Mortgaged Property.

unto Morigagee, its successors and assigns, forever.

2.2 Condition of Grant. The condition of the grant in Raragraph 2.1 above is such that if Morigagor shall pay or cause to be paid the indebtedness as and when the same shall become due and payable and shall observe, perform and discharge the Obligations; then the Security Documents and the estates and rights granted by them shall be intil and void, otherwise to remain in full force and effect:

ARTICLE III REPRESENTATIONS

3. Representations

Mortgagor hereby represents to Mortgagee that:

Montgagor, hereby represents to Montgagee that:
3.13 Validity of Security Documents:
3.13 Validity of Security Documents:
4.13 The execution, delivery, and performance by Montgagor of the Security Documents, and the borrowing evidenced by the Agreement, will not, to the best of Montgagor's, knowledge, violate any provision of law, any order of any court or other agency of government, or any Montgage, indenture, trust agreement or other instrument to which Montgagor is a party in any material respect or by which it or any of its property is bound, or be in conflict with, or will result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such Montgage, indenture, trust agreement or other instrument, or result in the creation or imposition of any lien; charge or encumbrance of any nature whatsoever upon any of its property or assets, except as contemplated by the provisions of the Security Documents, as and when executed and delivered by Montgagor, constitute the legal, valid and binding obligations of Montgagor in accordance with their subtest to applicable braiding and insolvency laws.

pective terms subject to applicable bankruptcy and insolvency laws.

3.2 Other Information. All other Information, reports, papers and data given to Mortgagee, or to Mortgagee's legal counsel, with respect to Mortgagor, the Mortgaged Property.

ty, or the loan evidenced by the Security Documents are accurate and correct in all material respects and complete insolar as completeness may be necessary to give Mortguigee a true and accurate knowledge of the subject matter

a true and accurate knowledge of the subject matter

3.3 Mortgaged Property and Other Property. Mortgagor has good and marketable title in tee simple to the Land free and clear of all encumbrances except for the First
Mortgage and other encumbrances of record as of the date of this Mortgage. Mortgagor will preserve its title to the Mortgaged Property and will forever covenant and defend the same to Mortgagee and will forever covenant and defend the validity and priority of the lien of this Mortgage. Mortgage and will forever covenant and defend the validity and priority of the lien of this Mortgage. Mortgage is the First Mortgage.

3.4 First Mortgage. Mortgagor does hereby acknowledge that the only mortgage that is prior or, in any way, superior to this Mortgage is the First Mortgage.

3.5 Taxes. To the best of its knowledge, Mortgagor has filed all federal, state, county and municipal income tax returns required to have been filed by it and has paid all taxes which have become due pursuant to such returns, pursuant to any assessments received by it or pursuant to law, and the Mortgagor does not know of any basis for additional assessment in respect of such taxes or additional taxes.

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assessment in respect of such taxes or additional taxes.

2.1. 3 kttl
3.6. Litigation. There is not now pending against or affecting the Mortgaged Ricopyty, nothing by defirmined, would materially impair or affect the value or operation of the Mortgaged Property.

3.7 Environmental Imdemnity: Mortgagor shall indemnity and hold Mortgagoe harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of hitigation) incurred or suffered by Mortgagoe on account of (i) the location on the Land or Improvements of any chemical, substance, or contaminant (including without limitation, oil, petroleum products, asbestos, urea, formaldehydo foam insulation, hazardous waste and/or toxic waste, and the substance of contaminant (including without limitation, oil, petroleum products, asbestos, urea, formaldehydo foam insulation, hazardous waste and/or toxic waste, and the substance of contaminant (including without limitation, oil, petroleum products, asbestos, urea, formaldehydo foam insulation, hazardous waste and/or toxic waste, and or contaminant (including without limitation). the presence or storage of which or the exposure to which is prohibited. Ilmited or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Mortgagor or any prior owner or occupant of the Land to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

90 ÁRTICLÉ IV AFFIRMATIVE COVENANTS A

415810 4. Allumative Covenants. Until the entire Indebtedness shall have been paid in full, Mortgagor hereby covenants and agrees as follows:

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4. Allumative Coverants. Until the entire Indebtedness shall have been paid in full, Mortgager hereby coverants and agrees as follows:

4.1. Complying of Winternam Mortgager shall promptly and tentively comply with conditions and obey or contently appropriate proceedings in good faith all present, and use the best elited as to duted, they, defined in the full internation of every field of the fully controlled and obey or contently appropriate proceedings in good faith all present, and use the best elited to the fully controlled and obey or contently appropriate proceedings in good faith all present, and use the fully controlled and obey or contently appropriate proceedings in good faith all present, and use the fully controlled and the fully controlled and the fully controlled and faith all present and the fully pay and discharge, or cause to be paid and discharged, the impositions Mortgager may exercise the option to pay the same such installments.

4.3 Repair. Mortgager, shall keep the Mortgager Property in good order and condition and make all necessary of appropriate repairs, replacements and renewals thereof.

4.4 Repair. Mortgager, shall keep the Mortgager Property in good order and condition and make all necessary of appropriate repairs, replacements and renewals thereof.

(a) All times during the term of this Mortgager Mortgager shall carrier account to be extended to the form of the term of this Mortgager shall carrier account to be said and account to the form of the term of this Mortgager Mortgager shall carrier account to be said and account to the term of this Mortgager shall carrier account to be said and account to the form of the term of this Mortgager Mortgager shall carrier account to the form of the term of th

(e) (At all times during the term of this Mortgage, Mortgagor shall carry or cause to be carried policies insuring the Mortgaged Property, against loss of refits or business. Interruption and against loss or damage by fire, theft, vandalism, malicious mischiel, hazards, and such other risks as Mortgaged may from time to time require, including, without limitation, those risks included in the term: "extended coverage." The amount of the coverage afforded by each of the Insurance Policies (the "Insurance Policies") shall be in amount stated to the observation of the mortgage and shall be sufficient to prevent any insured from becoming a co-insurer of a partial loss thereunder, but in any case no such amount shall be less than either (1) full replacement cost of all Improvements, or (2) the outstanding Indebtedness, whichever amount is greater at the time of loss or damage. (b) fall insurance Policies shall, at all times, be in form, substance and with companies acceptable to Mortgage; bear a non-contributory first mortgage endersement and such other endorsements in form and content acceptable to Mortgage on the endorsement in form and content acceptable to Mortgage on the endorsement in form and content acceptable to Mortgage on the endorsement of a partial form and replacements shall be deposited with Mortgage with evidence of the endorsement in a property of the endorsement in the interest of the expiration of any their existing insurance Policy, until the Indebtedness is paid by Mortgage on the endorsement of the endorsement in any on all the insurance Policy. Until the Indebtedness is paid by Mortgage on the partial of the insurance Policy in the Insurance Policy in the Insurance Policy in the partial property in the Insurance Policy in the Insurance

assualty losses or damages shall be paid to Morgagee for application, at the option of Mortgagee, either (i) to the Indebtedness, (in the inverse order of maturity) with the balance of such proceeds, if any, paid to Mortgager, or (ii) to the restoration, at the option of Mortgagee, either (i) to the Indebtedness, (in the inverse order of maturity) against such indebtedness. Notwithstanding any other provision of this Mortgage or the Agreement, no application of Insurance Policy proceeds to the Indebtedness shall have the effect of curing any Event of Default or extending the time for making any payment hereunder or under the Agreement. Mortgagee shall not be held responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein regardless of the dause of such failure.

provided for herein regardless of the cause of such failure.

4.6 Restoration Following Uninsured Casually. In the event of the happening of any casualty, of any kind of nature, ordinary or extraordinary, foreseen or unforeseen, not covered by any Insurance Policy resulting in damage to or destruction of the Mortgaged Property, Mortgager shall give notice thereof to Mortgager shall promptly, at Mortgager shall promptly and expense. Commence and diligently continue to restore, repair, replace, rebuild or after the damaged or destroyed property as nearly as possible to its value, condition, and character immediately prior to such damage or destruction.

4.7-Value, Mortgaged is best efforts to prevent any act or thing which might materially and adversely, impair the value or usefulness of the Mortgaged; Property.

4.8 Performance of Other Agreements. Mortgaged Property including, without limitation, all rules and regulations of a homeowners or condominium association.

4.9 Inspection. Mortgager shall permit Mortgaged, and parties designated by Mortgagee, at all reasonable times, to inspect the Mortgaged Property upon three (3) days' prior written notice.

iprior written notice.

4.10? Hold Harmless: Mortgagor shall, at Mortgagor's sole cost and expense, save, indefinitivand hold the Mortgagee, its officers, officials, employees and agents harmless. Irrom any injury, claim, demand, suit, judgement, execution, liability debt, deage of dehalty are all controlled in the foliable of any of the Security Documents, at sing out of, resulting from, or eleged to arise out from any action or indefinition, and all claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and expenses include the reasonable value of any services rendered by any employee of the Mortgagee.

4.11 : Expenses: Mortgagor shall pay or reimburse Mortgagee for all reasonable alterneys' fees, reasonable costs and expenses paid or incurred by Mortgagee in any action, proceeding or dispute of any kind in which Mortgagee is made a party or appears as a party plaints? or defendant, involving any of the Security Documents, Mortgager readors of the Mortgagee, any condemnation involving the Mortgaged Property, any action to protect, the security hereof, or any proceeding in probate or bankruptcy, and any such amounts and or incurred by Mortgagee shall be treated as "Advances" in accordance with the readed as "Advances" in accordance with the readed

4.12. Payment of Indebtedness: Mortgagor shall timely pay and discharge the Indebtedness of any part thereof in accordance with the terms and conditions of the Agreement,

this Mortgage, and the Security Documents.
4.13 :Flood Disaster Protection Act. Mortgagee shall take all steps necessary to comply with the provisions of the Flood Disaster Protection Act of 1973; as amended and,

4.13 Flood Disaster Protection Act. Mongages shall take all steps necessary to comply with the provisions of the Flood Disaster Protection Act of 1973, as amended and, if required by Mongages, Mongager shall cause the Mongaged Property to be insured pursuant to the provisions of such Act.

44.14 First, Mongage. Mongagor shall comply with all terms, provisions, and conditions of the First Mongage.

4.15 Advances, In the event Mongager fails to perform any act required of Mongager, by any, of the Security Documents or to pay when due any, amount required to be paid by any of the Security Documents, Mongages may, but shall not be obligated to make such payment or perform such act. Such payment or performance by Mongages, shall not have the effect of curing any Event or Detault or of extending the time for making any payment due hereunder or under the Agreement. All amounts so paid by Mongages, together with all expenses incurred in connection therewish, shall be deemed advances ("Advances") under this Mongager shall be immediately due, and payable and shall be secured by this Mongage as thoughts originally a part of the principal amount of the Indebtedness.

ARTICLE V

ARTICLE V **NEGATIVE COVENANTS**

Until the entire Indebtedness shall have been paid in full, Mortgagor covenants and agrees as follows:

5.1 "Use Violations. Mortgagor shall not use the Mortgaged Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Mortgaged Property or any article to be brought thereon, that may be dangerous, unless safeguarded as required by law, or that may, in law, constitute a nuisance, public or private.

5.2 Alterations. Mortgager shall not commit or knowingly permit any waste of the Mortgaged Property or make or permit to be made any material alterations or additions to the Mortgaged Property that would have the effect of materially diminishing the value thereof or that will in any way materially increase the risk of any ordinary tire or other

hazard arising out of construction or operation thereof.

5.3 Replacement of Fixtures, Improvements and Personal Property. Mortgagor shall not permit any of the Fixtures or Improvements to be removed at any time from the Land, without prior written consent of the Mortgagoe, unless actually replaced by an article of equal or greater suitability and value and owned by Mortgagor.

5.4 Other Liens. Mortgagor shall not, without the prior written consent of Mortgagoe, create or permit to be created or to remain; any mortgage, pledge, lien, encumbrance or charge on, security interest in, or conditional sale of or other title retention agreement on (whether prior or subordinate to the liens of the Security Documents) the Mortgagod

Property or income therefrom other than the Security Documents and the First Mortgage.

5.5 Transfer of Title. As a material inducement to Mortgage to make the loan evidenced by the Agreement and secured by this Mortgage, Mortgager has made represented. 5.5 Transfer of Title. As a material inducement to Mortgagee to make the loan evidenced by the Agreement and secured by this Mortgage. Mortgage has made representations to Mortgagee concerning the abilities of the undersigned in constructing, managing and operating the Mortgaged Property, which representations have been and will be relied upon by Mortgagee in funding this loan. Therefore, Mortgager coverants and agrees that it will not sell, convey, transfer, alienate, pledge, encumber or permit to be sold, conveyed, transferred, alienated, pledged or encumbered the Mortgaged Property and will not convey or assign any beneficial interest in the Mortgaged Property, without written consent of the Mortgagee, which consent may be granted or withheld in Mortgagee's sole discretion, and if granted may be conditioned upon any successor of Mortgager agree-ing (i.e., as a critical in the Agreement.

[5.6] Sale or Lease of the Mortgaged Property. If Mortgager contracts to sell or Lease all or any portion of the Mortgaged Property or amends, modifies or terminates any now existing of future sales contract. Lease, or other agreement concerning the Mortgaged Property, Mortgager will furnish Mortgagee with a copy of the executed contract, Lease or agreement, within 15 days after the date of execution thereof.

ARTICLE VI EVENTS OF DEFAULT

6.7 Events of Default. The term "Event of Default," as used in the Security Documents, shall mean the occurrence or happening; from time to time, of any one or more of the following

8.1. False Representations. If Mortgagor engages in fraud or material misrepresentation in connection with the Credit Line.
8.2 Performance of Obligations. If Mortgagor defaults in the payment of the Indebtedness in accordance with the Agreement

6.3 Adverse Actions: If Montgagor's actions or inactions adversely affects the Montgagoe's Property or Montgagoe's rights thereto and interest therein

ARTICLE VII REMEDIES:

7.1 (Remedies. If an Event of Default shall occur and be continuing, Mortgagee may, at its option, after providing Mortgager with at least 30 days advance notice of, and

opportunity period to cure, the Event of Default, exercise any, some or all of the following ramedies:

-7:1.1 Acceleration: Mortgagee may declare the unpaid portion of the Indebtedness to be immediately due and payable, without further notice or demand (each of which is expressly waived by Mortgagor), whereupon the Indebtedness shall become immediately due and payable, anything in the Agreement or in the Security Documents to the contrary notwithstanding; provided further that the unpaid portion of the Indebtedness shall be immediately and automatically due and payable without action of any kind on not the Mortgagee. part of the Montgagee.

7.1.2 Enforcement of Mongage. Mongages, without entry, personally or by its agents or attorneys, insofar as applicable, may:

(a) sell the Mongaged Property and all estate; right; title, and interest, claim and demand therein, and right of redemption thereof, to the extent permitted by and applicable to the procedures provided by law, at one or more sales, and attach time and place upon such terms and after such notice thereof as may be required or permitted by law;

(c) take steps to protect and enforce its hights whether by action suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Agreement or in the Agre

available to Mortgagee under applicable law.

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7.3 Remedies Cumulative and Concurrent. The rights and remedies of Mortgageo as provided in the Security Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgager. Guarantor or the Mortgaged Property, or any one of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by applicable laws, rules and regulations. If Mortgagee elects to proceed under one right or remedy under this Mortgage or the Agreement, Mortgagee may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Mortgage or the Agreement. The fallure to exercise any such right or remedy shall in no event be construed as a waiver or release thereot. Nothing in the Agreement or this Mortgage shall effect, Mortgager's obligations to pay the indeptedness and perform the Obligations in accordance with the terms thereof. less and perform the Obligations. In accordance with the terms thereof. Article VII, whether made under the power of sale herein granted or by vinue of judicial proceedings.

or this Mortgage shall, effect Mortgager's obligations to pay the Indebtedness and perform the Obligations in accordance with the terms thereof.

7.4. Credit of Mortgagee. Upon any sale made under or by virtue of this Article VIII, whether made under the power of sale heroin granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale. Mortgage may bit for end acquire the Mortgaged Property and in lieu of paying cash therefor may make settlement for the judgment of decree of foreclosure and sale. Mortgage is bid.

7.5. No Conditions Precedent to Exercise of Remedies. Melither Mortgage to bid.

*shall be relieved of such obligation by reason of the failure of Mortgage or the Agreement or by reason of the release regardless of consideration, of all or any part of the security. This Mortgage or otherwise enforce any provisions of this Mortgage or the Agreement of the Indebtedness; or by reason of the indebtedness; or by reason of any externent or elloutation between any subsequent owner of the Mortgaged Property and Mortgagee extending the time of payment of the indebtedness; or by reason of this Mortgage or Agraement without first having obtained the consolid Mortgaged Property and Mortgage extending the time of payment of the indebtedness; or by reason of this Mortgage or Agraement without first having obtained the consolid Mortgage or need the consolid payment of the indebtedness; or by reason of this Mortgage or Agraement without first having obtained the consolid payment of the person; and in the latter event Mortgagor and all such other persons shall continue to be table to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee.

such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee.

17.61 Welver of Redemption. Notice and Marshalling. Mortgagor hereby walves and releases to the maximum extent permitted by, the laws of the State of Indiana;

(a) "all benefit that might accord to Mortgagor by virtue of any present or future law exempting the Mortgaged Property or any part of the proceeds arising from any sale thereof, for new miles on execution or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment;

(b) fundess specifically required herein or in any of the other Security, Documents, all notices of Mortgages's default or of Mortgage's election to exercise; or Mortgages's actual exercise or any option to remove under the Agreement or the Security Documents and (c) any right to have the Mortgagor in this paragraph affect or extend the time for sale or the Mortgaged Property, affect Mortgage's rights to enforce this Mortgage at the time of or at any time prior to the entry of a decree on judgement of foreclosure in the court in which this Mortgaged is being foreclosed.

7.7 Discontinuance of Proceedings. In case Mortgage shall have proceeded to entorce any right under any of the Security Documents and such proceedings shall have been discontinued or abandoned for any reason, then in every such case, Mortgagor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.

ARTICLE VIII

8.1 Condemnation. In the event of the taking by eminent domain precedings or the like of any part or all of the Mongaged Property by any lederal, state, municipal or other governmental, authority or agency thereof, all awards or other compensation for such laking shall be paid to Mongaged for application (in the inverse order of maturity) on the Indebtedness, provided that go such application shall result in additional interest or have the effect of curing any Event of Default or extending the time for making any payment due hereunder or under the Agreement.

ARTICLE IX MISCELL'ANEOUS

19.11 Survival of Warranties and Covenants. The warranties, representations, covenants and agreements set torth in the Security Documents shall survive the making of the floan and the execution and delivery of the Agreement, and shall continue in full force and effect until the Indebtedness shall have been paid in full.

9.2 Further Assurances. Mortgagor shall, upon the reasonable request of Mortgagee, execute, acknowledge and deliver such further instruments finctuding, without limitation; a declaration of no set-off, and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.

9.3 Recording and Filing: Mortgagor shall, at Mortgagor's sole cost and expense, cause those Security Documents and all supplements thereto, for which constructive notice must be given to project Mortgages at all times to be recorded and filed, and re-recorded and re-lied, in such manner and in such places as Mortgages shall reasonably request.

must be given to protect Mortgages; at all times to be recorded and filed, and re-recorded and re-filed, in such manner and in such places as Mortgages shall reasonably request, and shall pay all such recording, filing, re-recording, re-filing taxes, fees and other charges to the maximum-extent permitted by the laws of the State of Indiana.

9.4 Loan Expenses. Mortgager shall pay all applicable costs, expenses and fees set forth in the Agreement.

9.5 No Representation by Mortgagee. By accepting or approving anything required to be observed; performed or fulfilled, or to be given to Mortgagee, pursuant to this Mortgage or the commitment, including (but not limited to) any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey or appraisal, Mortgage or the commitment, including (our not limited to) any officer's certificate, balance sheet, statement of profit and loss of other limited in imited to) any officer's certificate, balance sheet, statement of profit and loss of other limited is takened, and such acceptance of any term, provision of condition thereof, and such acceptance of approval thereof shall not be of constitute any, warranty, or, representation with respect thereto by Mortgagee.

19.8 Incorporation of Agreement, Each and every term, covenant and provision contained in the Agreement Is, by this reference incorporated into this Mortgage as it fully self-fit figrein.

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9.7. Walver of Homestead Mongagor covenants that the Mongaged Property is not/occupied as a homestead and waives all rights and benefit which Mongagor has or may have under the homestead exemption law of the State of Indiana.

9.8. Notice, Except for any notice required under applicable law to be given in another manner, any notice to Mongagor provided for in this Mongage shall be in writing and shall be deemed properly delivered three days after deposit thereof in any main or branch United States Post Office, certified or first class United States Mail, postage prepaid, addressed as follows or at such other address as may be designated by notice as provided herein:

ill to the Mortgagor:

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LYNNE H. TOTHE		 	··			
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American National Bank of Lansing 3115 Ridge Road Lansing, Illinois 60438 Attention: Home Equity Loan Division

9.9 Covenants Running With the Land. All covenants contained in this Mortgage shall run with the Land.

9.10 Successors and Assigns. All terms of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Mortgager and Mortgage, respectively, and all persons claiming under or through them; provided that nothing in this paragraph shall be construed to permit a transfer, conveyance or assignment

other than as expressly permitted by this Mortgages.

9.11 Multiple Mortgagors. Mortgagor's covenants and agreements hereunder shall be joint, several and primary, Any Mortgagor who co-signs this Mortgage but does not and (c) agrees that Mortgager and any other Mortgage only to mortgage, grant and convey the Mortgaged Property; (b) is a not personally obligated to pay the Indebtedness; and (c) agrees that Mortgagee and any other Mortgager may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgagor's consent.

9.12 Saverability. In case any one of the Obligations or the provisions of this Mortgage or of the Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the validity of the remaining Obligations or provisions of this Mortgage shall be in no way affected, prejudiced or disturbed thereby.

9.13 Modification. This Mortgager may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party

against which enforcement of the change, waiver, discharge or termination is assented

9.14 Applicable Law. This Mortgage shall be governed by and construed according to the laws of the State of Indiana

9.15 Strict Performance. Any failure by Mortgage to insist upon strict performance by Mortgager of any of the terms and provisions of this Mortgage or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage or any of the Security Documents, and Mortgage shall have the right thereafter.

to insist upon strict performance by Mortgagor of any and all of them.

19,16: Headings. The Article headings and the section and subsection entitlements hereof are inserted for convenience of reference only, and shall in no way after or modify the total of such articles; sections and subsections.

19,17: Hidens, if one or more riders are attached to and made a part of this Mortgage; the covenants and agreements for each such rider shall be incorporated into and shall

Tamend and supplement the covenants and agreements of this Mortgage.

19.18: Miscellaneous Provisions, No action for the enforcement of the lief or any provision hereof shall be subject; to any defense which would not be good and available, to the party interposing same in an action at law upon the note hereby secured, and all indebtedness shall be payable without any relief whatever from valuation or Appraisement to the drawers or endorsers severally waive presentment for payment, protest, or notice of protest and non-payment of this note.

IN WITNESS WHEREOF, the	Morigagor, has ex	reculed this instrume	ent the day an	d year first abo	ve written:		. I well a second	Para A	
			RAY F. TOTA.	ز الم	A Lo	~~~~	FIE	SA	***
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DANNY F. TOTH LYNNE H. TOTH 7518 HURTON: STREET MERRICLVIEGE, IN 46410