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REAL ESTATE MORTGAGE

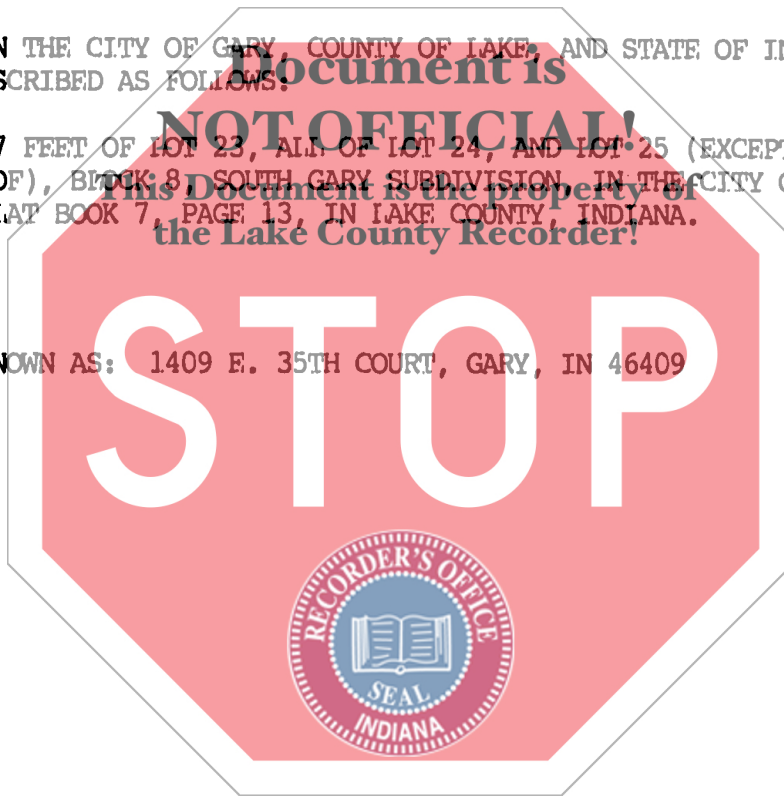
This indenture witnesseth that Tree of Life Community Development Corp. of Gary, Indiana, as MORTGAGOR,

Mortgages and warrants to First Federal Savings Bank of Indiana of Merrillville, Indiana, as MORTGAGEE, the following real estate in Lake County, State of Indiana, to wit:

SITUATED IN THE CITY OF GARY, COUNTY OF LAKE, AND STATE OF INDIANA, AND IS FURTHER DESCRIBED AS FOLLOWS:

THE WEST 17 FEET OF LOT 23, ALL OF LOT 24, AND LOT 25 (EXCEPT THE WEST 22 FEET THEREOF), BLOCK 8, SOUTH GARY SUBDIVISION, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 7, PAGE 13, IN LAKE COUNTY, INDIANA.

COMMONLY KNOWN AS: 1409 E. 35TH COURT, GARY, IN 46409



ROBERT E. DANIELAND  
RECORDER

AUG 19 1 29 PM '92

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

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A. To secure the payment, when the same shall become due, of the indebtedness incurred pursuant to a certain Reporting and Recapture of Indebtedness Agreement (the "Agreement") with interest at the highest rate provided by law computed during such period

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when there shall be any default in the payment of any moneys to be paid pursuant to the Agreement, and said rate shall continue to be paid until all defaults are removed, all without relief from Valuation and Appraisement Laws, and with attorneys fees;

B. Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered of Mortgagee to be held continuously through the period of existence of said indebtedness or any portion thereof.

2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their improved condition, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the

security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.

3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof; and any such renewal or extension shall not release any maker, signatory, endorser, or guarantor from any liability on the Agreement.

4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

5. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.

6. It is agreed that time is the essence of this agreement and that, in case of default in the Agreement, the holder of the mortgage may, as his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date.

In the event any proceedings shall be instituted or any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.

7. In case of default in any payment required in this mortgage and the institution of foreclosure proceeding thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagee to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of 10 percent (10%) per annum, shall become part of the debt in addition to costs and attorneys fees all of which are secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

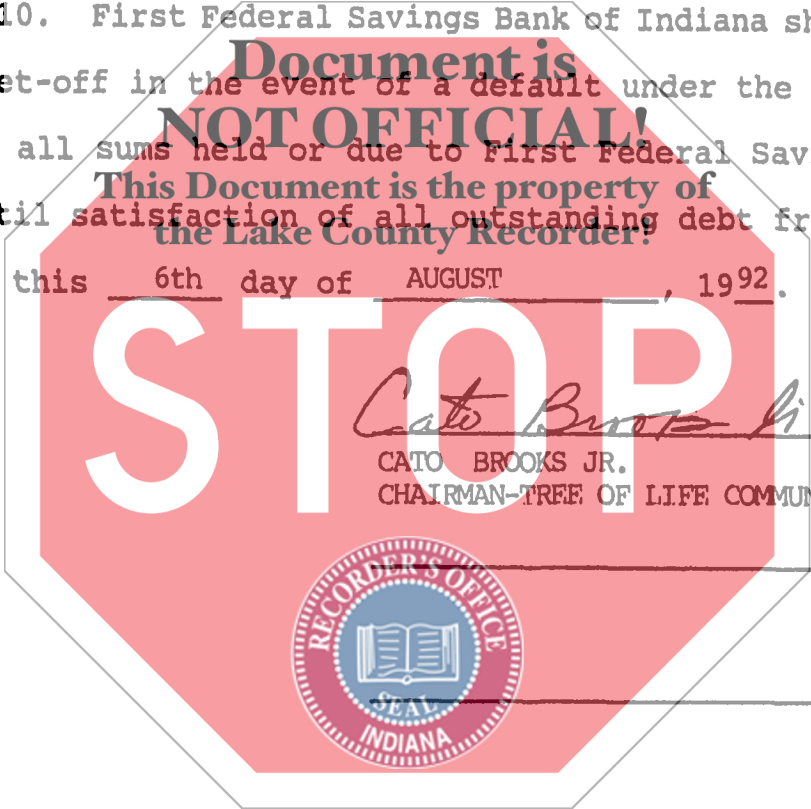
8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said

receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

10. First Federal Savings Bank of Indiana shall have the right to set-off in the event of a default under the Agreement as to any and all sums held or due to First Federal Savings Bank of Indiana until satisfaction of all outstanding debt from TOLCDC.

Dated this 6th day of AUGUST, 1992.



*Cato Brooks Jr.*

CATO BROOKS JR.  
CHAIRMAN-TREE OF LIFE COMMUNITY DEVELOPMENT CORPORATION

STATE OF INDIANA )  
 ) SS:  
COUNTY OF )

Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of August, 1999 personally appeared: Cato Brooks Jr

\_\_\_\_\_ and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires May-10, 1994

**Document is NOT OFFICIAL!**  
This Document is the property of the Lake County Recorder.  
Margaret Thompson Notary Public  
Margaret Thompson, Printed Signature  
Resident of Lake County

This instrument prepared by R. Brian Woodward, #2303-45  
ANDERSON, TAUBER & WOODWARD, P.C.  
8935 Broadway  
Merrillville, IN 46410

