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REAL ESTATE MORTGAGE

JOHN R. HOWARD and SHEILA N. HOWARD, husband and wife, of 19060 King Place, Lowell, Indiana 46356, (hereinafter collectively referred to as "Mortgagor"), mortgage and warrant to WELSH OIL, INC., an Indiana corporation, and its successors, (hereinafter referred to as "Mortgagee"), with a business address at 800 East 86th Avenue, Merrillville, Indiana 46411, the following described real estate in Lake County, Indiana:

Lot 7 in Cedar Creek Heights, as per plat thereof, recorded October 18, 1990 in plat book 69 page 36, in the office of the Recorder of Lake County, Indiana,

commonly known as 19060 King Place, Lowell, Indiana.

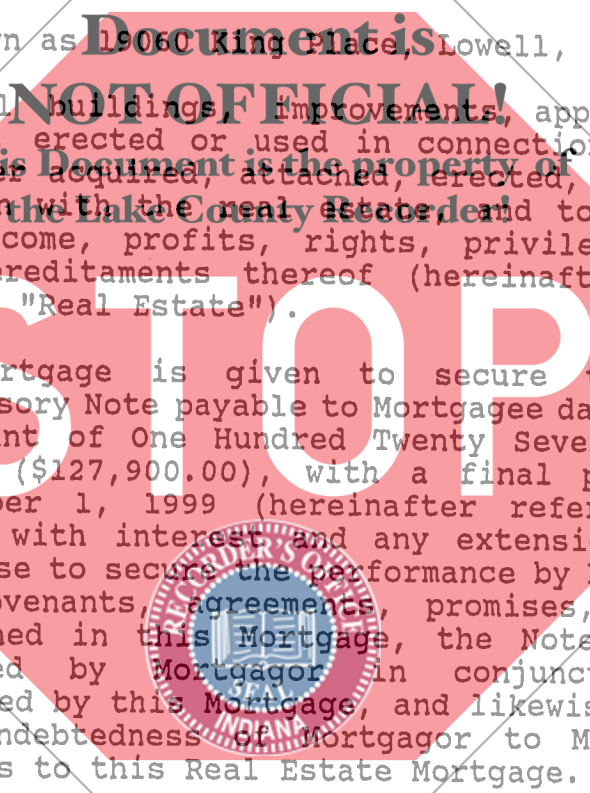
together with all buildings, improvements, appurtenances, fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtenant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, easements, and hereditaments thereof (hereinafter collectively referred to as the "Real Estate").

This Mortgage is given to secure the payment of Mortgagor's Promissory Note payable to Mortgagee dated December 10, 1992, in the amount of One Hundred Twenty Seven Thousand Nine Hundred Dollars (\$127,900.00), with a final payment due and payable on December 1, 1999 (hereinafter referred to as the "Note"), together with interest and any extensions or renewals thereof and likewise to secure the performance by Mortgagor of all of Mortgagor's covenants, agreements, promises, payments, and conditions contained in this Mortgage, the Note, or any other instruments signed by Mortgagor in conjunction with the indebtedness secured by this Mortgage, and likewise to secure any and all future indebtedness of Mortgagor to Mortgagee, which indebtedness refers to this Real Estate Mortgage.

The individuals constituting Mortgagor, jointly and severally, for themselves and their respective heirs, executors, administrators, successors, and assigns, covenant and agree with Mortgagee, and its successors and assigns, as follows:

1. Default. If there is a default in the payment of any indebtedness hereby secured or in the performance of any of Mortgagor's covenants set forth in this Mortgage, the Note, or any other instruments signed in conjunction with the indebtedness this Mortgage secures, or if Mortgagor should abandon the Real Estate, or if the Real Estate or any part thereof should be attached, levied upon or seized, or if Mortgagor should become bankrupt or insolvent or make an assignment for the benefit of creditors, or if a receiver should be appointed for Mortgagor, then the entire

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indebtedness aforesaid shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and the Real Estate shall be subject to foreclosure of this Mortgage, and Mortgagee, if he elects to foreclose the same, shall become entitled to the immediate possession of the Real Estate together with the rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisements laws and Mortgagor shall pay all costs and attorneys' fees incurred by Mortgagee in the enforcement of the terms hereof. Without limiting the foregoing, Mortgagor shall pay to Mortgagee, as additional amounts due hereunder and under the Note, the amount of any and all reasonable costs and expenses, including but not limited to attorneys' fees, incurred by Mortgagee in enforcing any of his rights under this Mortgage or under the Note.

2. Condition and Use of Real Estate. For the duration of any indebtedness hereby secured, Mortgagor shall use the Real Estate for a single-family residence and for no other purposes without the written consent of Mortgagee. All uses of the Real Estate shall be in accordance with all applicable laws, statutes, ordinances, regulations, and rules, including but not limited to zoning requirements.

For the duration of any indebtedness hereby secured, Mortgagor shall keep the Real Estate in a good state of repair, normal wear and tear excepted. Mortgagor shall not initiate or acquiesce in a change in the zoning classification of the Real Estate without Mortgagee's prior written consent.

3. Application of Payments. All payments received by Mortgagee hereunder or under the Note shall be applied first to any late charges due under the Note, second to amounts payable under paragraph 4, third to interest due, and last to principal due.

4. Payments into Escrow. Prior to the full and final payment of all amounts secured hereby, the terms of this paragraph shall be effective.

(a) Immediately upon execution hereof, Mortgagor shall pay into escrow (held by Mortgagee) the full amount of the 1992 taxes and assessments (as calculated on the closing statement used at the purchase of the Real Estate) (payable in 1993) with respect to the Real Estate. Such prorated amounts shall be reasonably determined by Mortgagee and may exceed 100% of the most recently ascertainable amounts.

(b) Until all amounts payable hereunder and/or under the Note are fully and finally paid, along with each of the monthly payments provided in the Note, Mortgagor shall pay into escrow (held by Mortgagee) one-twelfth (1/12) of the annual real estate taxes and assessments (as provided in paragraph 6 hereof), insurance (as provided in paragraph 7 hereof), and/or, if

applicable, assessments and dues of any condominium or other property owners' association (as provided in paragraph 8 hereof) for the Real Estate, as reasonably estimated by Mortgagee.

(c) If Mortgagee reasonably increases his estimates of the taxes, assessments, insurance premiums, and/or property owners' association assessments and dues payable with respect to the Real Estate, Mortgagee shall give notice to Mortgagor of the amount of the increase in the monthly payment provided in paragraph 4(b) hereof. Such increased monthly payment shall become payable commencing with the first payment due after the date of such notice.

(d) Mortgagee shall make payments for real estate taxes and assessments, insurance premiums, and/or property owners' association assessments and dues with respect to the Real Estate from such escrow account (which escrow account may be commingled with other assets of Mortgagee). If, at the time the amount of any payment for taxes, assessments, insurance premiums, and/or property owners' association assessments and dues is determined, Mortgagee determines that insufficient funds are then held in escrow to make such payment, Mortgagee shall notify Mortgagor of the amount of such deficiency. Mortgagor shall immediately deposit into escrow with Mortgagee the full amount of such deficiency.

(e) Mortgagee shall not credit any interest earned on such escrow account to Mortgagor. It is expressly agreed that any and all interest or other income from such escrow account shall be the property of Mortgagee.

5. Interest Rate and Payment Adjustments. The Note evidencing the indebtedness secured by this Mortgage has an adjustable interest rate and the payment provided therein is calculated as of the date of disbursement. Such rate may change daily. If the rate increases, the Mortgagee may, at the Mortgagee's discretion, increase the payment accordingly, which may result in higher payments by Mortgagor.

6. Taxes, Assessments, and Liens. Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Real Estate which may attain priority over this Mortgage. Mortgagor shall pay these obligations in the manner provided in paragraph 4. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph.

Mortgagor shall promptly discharge any lien which has priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in Mortgagee's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Real

Estate; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Real Estate is subject to a lien which may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

7. Insurance.

(a) Immediately upon execution hereof, Mortgagor shall deliver to Mortgagee, and Mortgagor shall thereafter maintain, one or more policies of insurance with respect to the Real Estate, which insurance shall insure against damage to the Real Estate by fire, vandalism, explosion, windstorm, or any other cause customarily included in the term "extended coverage," the policies to be issued by insurance companies and contain terms reasonably acceptable to Mortgagee, such insurance to be in a sum not at any time less than the amount secured hereby. Mortgagor shall pay all premiums in the manner provided in paragraph 4.

(b) Such policies shall provide that all payments for losses shall be made to Mortgagee and shall provide that coverage may not be cancelled without at least thirty (30) days' prior notice to Mortgagee. Such policies shall list Mortgagee as a named insured.

(c) If any portion of the Real Estate is damaged and payment is made by the insurer with respect to such policies, if Mortgagor is not then in default with respect to any payment or other obligation under this Mortgage or the Note, and if Mortgagee reasonably determines that the repair of such damage to the Real Estate may reasonably be anticipated to be completed within sixty (60) days, then, at the option of Mortgagor, Mortgagee shall apply the insurance proceeds to the repair of the Real Estate.

8. Owners' Associations. Mortgagor shall pay when due all assessments, dues, and similar charges assessed or charged by any condominium association, property owners' association, or similar entity with respect to the Real Estate. Mortgagor shall pay these obligations in the manner provided in paragraph 4.

9. Inspection. Mortgagee and his agents may make reasonable entries upon and inspections of the Real Estate. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection.

10. Performance by Mortgagee. If Mortgagor shall fail to make any payment or to obtain any insurance, service or materials necessary for the performance of any of Mortgagor's covenants above set forth, or if Mortgagor shall otherwise fail to take any action required hereunder, then Mortgagee at its option

may do so, and its expenditures for any such purpose shall be added to and become part of the indebtedness hereby secured. Any amounts disbursed by Mortgagee pursuant to this paragraph 10, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amount shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Mortgagor of interest at such rate would be contrary to applicable law, in which event such amount shall bear interest at the highest rate which may be collected from Mortgagor under applicable law. Mortgagor hereby covenants and agrees that Mortgagee shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this paragraph 10 shall require Mortgagee to incur any expense or take any action hereunder.

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11. Limitation on Waivers. Mortgagee at his option may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefor, or release any part of the property of any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of Mortgagor. No such extension, reduction, renewal or release shall effect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of Mortgagor to Mortgagee. No delay by Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as Mortgagor is in default hereunder and no failure of Mortgagee to exercise any of his rights because of one default shall preclude the exercise thereof for a subsequent default. Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

12. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Real Estate, or for conveyance in lieu of condemnation are hereby assigned and shall be paid to Mortgagee.

In the event of a total taking of the Real Estate, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Real Estate, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Real Estate immediately before the taking. Any balance shall be paid to Mortgagor.

If the Real Estate is abandoned by Mortgagor or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the Real Estate or to the sums secured by this Mortgage, whether or not then due.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to herein or in the Note, or change the amount of such payments.

13. Transfer of Interests. In the event Mortgagor, without Mortgagee's prior written consent, sells or transfers any interest in the Real Estate (including the right to possession thereof) or abandons the Real Estate, then at the option of Mortgagee this Mortgage and the Note or indebtedness it secures shall become immediately due and payable in full. In such event, Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever.

14. Notices. Any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the address of the Real Estate or any other address Mortgagor designates by notice to Mortgagee. Any notice to Mortgagee shall be given by first class mail to the address provide above, or any other address Mortgagee designates by notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given as provided in this paragraph.

15. Governing Law. This Mortgage shall be governed by federal law and the law of the State of Indiana. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

16. Rights of Mortgagee upon Acceleration. Upon acceleration under paragraph 13 or abandonment of the Real Estate, Mortgagee (by judicially appointed receiver) shall be entitled to enter upon, take possession and manage the Real Estate and to collect the rents of the Real Estate including those past due. Any rents collected by Mortgagee or the receiver shall be applied first to payment of the costs of management of the Real Estate and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

17. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall deliver a duly executed and recordable Release of this Mortgage to Mortgagor without charge to Mortgagor.

18. Waivers. Mortgagor waives all right of valuation and appraisement which may accrue with respect to the Real Estate.

19. Miscellaneous Provisions. The covenants, agreements, and conditions hereof shall be binding upon Mortgagor and the heirs, personal representatives, successors, and assigns of Mortgagor, and shall inure to the benefit of Mortgagee and his successors and assigns. Whenever used, the singular number shall include the plural, and the use of any gender shall include all genders. All obligations of Mortgagor hereunder shall be joint and several. The captions and headings contained herein are inserted for convenient reference only, are not a part hereof and the same will not limit or construe the provisions to which they apply.

IN WITNESS WHEREOF, this Mortgage has been executed by Mortgagor on December 10, 1992.

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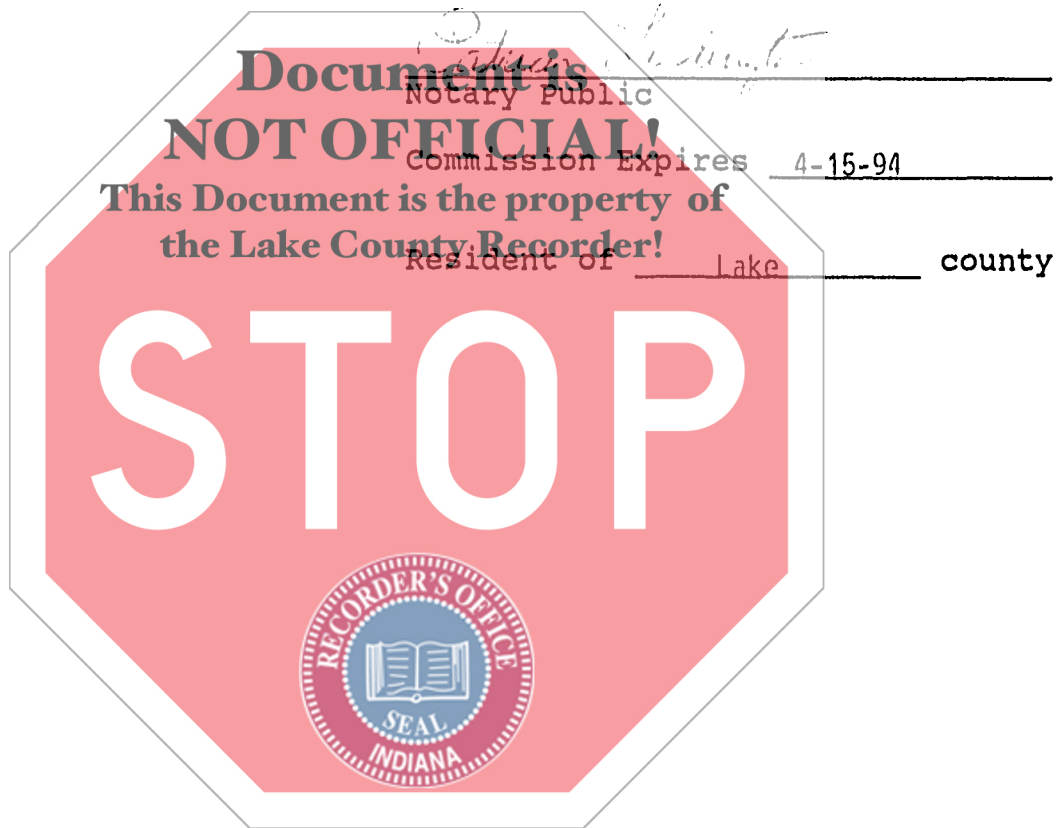
John R. Howard
John R. Howard

Sheila N. Howard
Sheila N. Howard

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

Before me, Patricia Ludington, a Notary Public in and for said County and State, on December 10, 1992, personally appeared JOHN R. HOWARD AND SHEILA N. HOWARD, personally known to me, and known to me to be the persons who are described in and who executed the foregoing Mortgage, and acknowledged the same to be their voluntary acts and deeds for the uses and purposes therein set forth.

WITNESS my hand and official seal.



Prepared by and
please return to: Todd A. Etzler
 Burke, Murphy, Costanza & Cuppy
 8585 Broadway, Ste. 600
 Merrillville, Indiana 46410