S. Chicego III's insurence Company

HAR FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY, THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN: BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW! AND MAY! ONLY BE DONE BY A LAWYER.

REAL ESTATE MORTGAGE

93009**140**

Carol Lackey Trump, formerly known as This indenture witnesseth that Carol Lackey

Lake County, Indiana

as MORTGAGOR.

Mortgages and warrants to American Savings, FSB a U.S. Corporation

Lake County

Indiana, as MORTGAGEE,

the following real estate in State of Indiana, to wit:

Lake

County



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 doe, of the following indebtedness of even date herewith: Three Hundred Thirty Rive Thousand and No/100 (\$335,000.00)

per sent per annum computed during such period when there shall with interest at the rate of be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest at the rate of per annum computed semi-annually during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisement Laws, and with attorney's fees;

- B Also securing any renewal or extension of such indebtedness;
- C Also securing all future advances to the full amount of this mortgage;
- D Also securing all indebtedness or liabilities incurred by the he'der hereof for the protection of this security or for the collection of this mortgage.

Mortgagor agrees to pay to Mortgagee, in addition to the regular payments, an amount in equal monthly installments which will cover future payments of taxes, insurance and assessments against said real estate; and these payments shall constitute a trust fund out of which all future taxes, insurance and assessments shall be paid by Mortgagee so far as it shall cover such payments, and any deficiency shall be paid by Mortgagor as and when the payments become due, and any permanent surplus shall be credited to the principal.

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 to possession of Mortgagee to be held continuously through period of the 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 improvemnts 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 present condition and repair, 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 or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.
- 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 of this mortgage 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 payment of, any installment when the same shall become due and payable, the holder of the note and mortgage may, at 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 on 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 delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor 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 the read at the rate of eight per cent per annum, shall become part of the debt 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 the coff the abstract of title and any continuation thereof shall be the absolute property of the Mortgage the Lake County Recorder!
- 8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of arreceiver, 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 proccedings. 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. Additional Covenants:



State of Indiana, Lake	County, ss:	Dated this 4th day of February 19.93
Before me, the undersigned, a Notary Publicand State, this 4th day of Feb personally appeared:		Carol Lackey Prump Seal
Carol Lackey Trump		Seal
		Seal
and acknowledged the execution of the for ness whereof, I have hereunto subscribed official seat. My commission expires.		Seal
Company One C.	Notary Public	Seal
Resident of Lake	CPrinted Signature	Seal
This instrument prepared by Clement B.	Knapp, Jr.	, Attorney at Law

ADDENDUM

Parcel 1: Lot 9, Crescent Lake Unit no.1, an addition to the Town of Merrillville, as shown in Plat Book 48, page 62, in Lake County, Indiana.

Parcel 2: Lot 2, Fountain Ridge 2nd Addition, Unit 3, to the City of Crown Point, as shown in Plat Book 46, page 40, and as amended in Plat of Correction recorded July 29, 1977 in Plat Book 47, page 88, in Lake County, Indiana.

Part of the East half of the Southcast Quarter of section 24, Township 35 North, Range 9 West of the 2nd P.M., Lake County, Indiana, described as commencing at the Southwest corner of said East half; thence North 00 degrees 17 minutes 26 seconds East along the West line of said East half, 1693.10 feet; thence South 89 degrees 42 minutes 34 seconds East, 3.37 feet to the point of beginning; thence North 00 degrees 17 minutes 26 seconds: East, 63.00 feet; thence North 73 degrees 59 minutes 37 seconds East 71.81 feet; thence Southeasterly along a convex to the Southwest whose radius equals 65.00 feet, tangent equals 13.22 feet, defection angle equals 22 degrees 59 minutes 37 seconds, a distance of 26.09 feet along said curve; thence North 51 degrees 00 minutes 00 seconds East, 25.00 feet; thence Easterly along Elecular course the converto the South whose radius equals 40 feet, transent equals 23.54 feet deflection angle equals 60 degrees 57 minutes 24 seconds, a distance of 42.56 feet along said curve; thence South 28 degrees 10 minutes 00 seconds East, 29.00 feet; thence Southeasterly along a circular curve which is convex to the Southwest whose radius equals 84.99 feet, tangent equals 17.34 feet, defection angle equals 23 degrees 03 minutes 43 seconds, a distance of 34.21 feet along said curve; thence South 38 degrees 46 minutes 17 seconds West, 108.37 feet; thence North 54 degrees 50 minutes 00 seconds West, 130.00 feet to the point of beginning.

