

93013511

MORTGAGE

For an Open End Line of Credit

533310-541-1000098

Madison City, Blk

16209-9649

This Indenture Witnesseth, That **NORMAN D AND MARILYN COMER** Husband and Wife (Mortgagors) of **Lake** County, State of Indiana, MORTGAGE and WARRANT to Merchants National Bank & Trust Company of Indianapolis, (Mortgagee) the following described real estate located in **Lake** County, Indiana:

Common address **2209 Purdue Drive** **East Chicago** **North** **INDIANA**
(Street Address or R.R.) (City) (Twp) (State)

The Legal Description as follows:

Lot 7, Block 1, Prairie Park Unit No. 1, a subdivision in the City of East Chicago, Lake County, Indiana, as shown in Plat Book 35, page 7, and as corrected by Certificate of Engineer, dated October 11, 1961 and recorded October 14, 1961 in Miscellaneous record 816, page 14, in Lake County, Indiana.

STATE OF INDIANA
CLERK OF SUPERIOR COURT
LAKE COUNTY
RECORDED
JAN 30 1993
52 AM '93
COMER

together with all rights, privileges, interests, easements, improvements and fixtures now or hereafter located upon or appertaining to such real estate (collectively referred to as the "Mortgaged Premises"), and all rents, issues, income and profits thereof, to secure the payment and all obligations of all Borrowers under a certain Loan Agreement dated **January 30, 1993**, that establishes an open end line of credit for the Borrowers in the amount of \$ **50,000.00** with future advances, interest, and terms of payment as therein provided, or as extended or renewed, executed by Borrowers to Mortgagee. Mortgagors jointly and individually covenant and agree with Mortgagee that: **FIRST**, Mortgagors are 18 years of age, or over, citizens of the United States, and the owners in fee simple of the Mortgaged Premises free and clear of all liens and encumbrances except for the lien of taxes and assessments not delinquent and

SECOND, Mortgagors will pay all indebtedness secured by this Mortgage when due, together with costs of collection and reasonable attorneys' fees, all without relief from valuation and appraisal laws.

THIRD, Mortgagors shall pay all taxes or assessments levied or assessed against the Mortgaged Premises or any part thereof when due and before penalties accrue. Also, Mortgagors shall not permit any mechanic's lien to attach to the Mortgaged Premises or any part thereof or further encumber the mortgaged premises without Mortgagee's prior written consent.

FOURTH, Mortgagors shall keep the Mortgaged Premises in good repair at all times and shall not commit or allow the commission of waste thereof. Mortgagors shall procure and maintain in effect at all times hazard (fire and extended coverage) insurance in an amount which is at least equal to the loan amount after taking into account insurable value as multiplied by the applicable coinsurance percentage, such insurance to be in amounts and with companies acceptable to Mortgagee and with a standard Mortgagee clause in favor of Mortgagee.

FIFTH, Mortgagee may, at its option and from time to time, advance and pay all sums of money which in its judgment may be necessary to perfect or preserve the security intended to be given by this Mortgage. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become a lien upon the Mortgaged Premises or any part thereof and all costs, expenses and attorneys' fees incurred. All sums of money so advanced shall be and become a part of the mortgage debt secured hereby and payable forthwith at the same rate of interest that is disclosed on the attached Loan Agreement and the Mortgagee shall be subrogated to any lien so paid by it.

SIXTH, If the Mortgaged Premises is located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor shall obtain and renew flood insurance coverage. The amount of the flood insurance coverage must equal at least the credit limit of the line of credit as it is established from time to time under the Loan Agreement (subject to any limits on insurance available and the applicable insurance requirement cap), unless Mortgagee otherwise agrees. Mortgagor may obtain insurance from an insurance company of its choice, but the policy must include a standard mortgagee clause in favor of Mortgagee and Mortgagor must furnish Mortgagee with satisfactory proof of insurance. If Mortgagor does not furnish Mortgagee with proof of insurance within 15 days of the execution of this Mortgage and annually thereafter, Mortgagor will be in default of this Mortgage and the Loan Agreement and Mortgagee may pursue all rights and remedies available to it under the Loan Agreement and this Mortgage. Mortgagee may, at its option, obtain the necessary flood insurance coverage and add the cost of the insurance to the remaining outstanding balance of the line of credit established under the Loan Agreement.

SEVENTH, Upon any default by Mortgagors under this Mortgage or on the payment when due of any amounts under the Loan Agreement or this Mortgage, or if Mortgagor shall abandon the Mortgaged Premises, or if Mortgagor shall use the Mortgaged Premises or funds borrowed under the Loan Agreement for illegal purposes or to promote illegal activity, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for Mortgagors or for any part of the Mortgaged Premises the entire indebtedness secured hereby shall, at the option of Mortgagee and without notice or demand, become immediately due and payable and this Mortgage may be foreclosed accordingly. Upon foreclosure, Mortgagee may take possession of the Mortgaged Premises to collect any rents, issues, income or profits and apply the same to the payment of indebtedness secured hereby or have a receiver appointed to take possession of the Mortgaged Premises and collect all rents, issues, income or profits, during the period of foreclosure and redemption. In the event of foreclosure, Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate evidence of title or title insurance, and the cost thereof shall be added to the unpaid principal balance secured by this Mortgage. All rights and remedies of Mortgagee hereunder are cumulative and are in addition to and not in limitation of any rights or remedies which Mortgagee may otherwise have by law. No waiver of any default or failure or delay to exercise any right or remedy by Mortgagee shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence.

EIGHTH, That it is contemplated that the Mortgagee may make future advances to the Mortgagors or Borrowers, in which event this Mortgage shall secure the payment of any and all future advances and of any additional amount, provided that at no time shall the total amount owed by the Mortgagors or Borrowers to this Mortgagee and secured by this Mortgage from said Mortgagors or Borrowers to said Mortgagee exceed the sum of \$99,999.00 and provided further that such future advances are equally secured and to the same extent as the amount originally advanced on the security of this Mortgage. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes or other evidence of indebtedness stating that said notes or other evidence of indebtedness are secured hereby. The Mortgagee at its option may accept a renewal note, or notes, at any time for any portion of the indebtedness hereby secured and may extend the time for the payment of any part of said indebtedness without affecting the security of this Mortgage in any manner.

This Mortgage shall also secure the payment of any other liabilities, joint, several, direct, indirect, or otherwise, of Mortgagors to the holder of this Mortgage, when evidenced by promissory notes or other evidence of indebtedness stating that said notes or other evidence of indebtedness are secured hereby.

NINTH, All rights and obligations of Mortgagors hereunder shall be binding upon their heirs, successors, assigns and legal representatives and shall inure to the benefit of Mortgagee and its successors, assigns and legal representatives.

IN WITNESS WHEREOF, Mortgagors have executed this Mortgage on this 30 day of January, 19 93

Norman D. Comer
Signature
Norman D. Comer
Printed

Marilyn Comer
Signature
Marilyn Comer
Printed

STATE OF INDIANA
COUNTY OF Lake SS:

Before me, a Notary Public, in and for said County and State, appeared Norman D. & Marilyn Comer, each of whom, having been duly sworn, acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 30th day of January, 19 93.

My County of Residence Lake
My Commission Expires 5/23/94

Signature Maria E. Rodriguez
Printed Maria E. Rodriguez

This instrument was prepared by James Mishevich (NOTARY PUBLIC)

Please return original copy to the Bank and each signer keep one of the two remaining copies.