

464496 RD VO



Chicago Title Insurance Company

This Mortgage ("Mortgage") Witnesseth that SAMUEL W. MOCABEE AND CHARLENE H. MOCABEE HUSBAND & WIFE (herein called "Mortgagor"), does hereby mortgage and warrant to INB Banking Company, North, (herein called "Bank") the real estate, located in PORTER County, Indiana, which is described on the reverse side hereof (the "Property"), together with all improvements now or hereafter situated on or used in connection with the Property, all rights, privileges, interests, easements, hereditaments and appurtenances thereunto belonging or appertaining, all apparatus, equipment, fixtures and appliances now or hereafter attached to or used in connection with the Property, and all rents, issues, income and profits of the Property (all of the foregoing being referred to hereinafter as the "Mortgaged Property").

This Mortgage is given to secure (i) the payment of the indebtedness or other obligations of SAMUEL W. MOCABEE AND CHARLENE H. MOCABEE to the Bank in an original principal amount of \$70,000.00 DOLLARS as evidenced by CONSUMER LOAN NOTE (Construction Loan) dated FEBRUARY 10, 1993 and any renewals, extensions or modifications thereof; (ii) any sums guaranteed by, advances to or other obligations incurred by Mortgagor heretofore, now, or hereafter in favor of the Bank; (iii) the performance of Mortgagor's covenants and agreements under this Mortgage and (iv) all sums advanced by the Bank to protect the Mortgaged Property. (The indebtedness and all other obligations secured hereby are hereinafter collectively referred to as the "Liabilities"). Mortgagor and Bank agree that discretion to advance additional funds, in excess of that amount described above, remains with the Bank and is not obligatory.

The Bank, at its option, may extend the time of payment of any part or all of the Liabilities; reduce the payments thereon, or accept a replacement instrument therefor, without the consent of any junior lienholder or the consent of Mortgagor if Mortgagor has then parted with title to the Mortgaged Property. Any such extension, reduction or renewal shall not impair the lien or priority of this Mortgage, or release, discharge or affect the liability of the Mortgagor to the Bank.

Mortgagor warrants that Mortgagor is the owner of and has good fee simple title to the Mortgaged Property, and covenants and agrees with the Bank not to permit any mechanic's or materialman's lien to attach to the Mortgaged Property; to keep the Mortgaged Property in good repair; to pay all taxes and assessments levied or assessed against the Mortgaged Property as the same become due; and to keep any improvements on the Mortgaged Property insured against loss by fire and windstorm and such other hazards as the Bank may require from time to time in an amount equal to one hundred percent (100%) of the full insurable value of the Mortgaged Property. All such policies shall be issued by companies acceptable to the Bank with a lender's loss payable clause in favor of the Bank as its interest may appear.

Upon failure of Mortgagor so to do, the Bank may, but without obligation to do so, make repairs to, pay any tax assessment levied against, pay or discharge any lien or encumbrance on, or procure and/or maintain in effect insurance with respect to the Mortgaged Property. All sums so paid shall, with interest at the highest rate provided for in the obligations secured hereby, become immediately due and payable and be a part of the Liabilities.

Upon default in the payment of any obligation secured by this Mortgage, or Mortgagor's failure to perform any of the terms and conditions of this Mortgage; or Mortgagor's abandonment of the Mortgaged Property or the entry of a bankruptcy order for relief for Mortgagor, then in any such event, the Liabilities secured hereby shall, at the option of the Bank, become immediately due and payable without notice, and the Bank shall have the right immediately to foreclose this Mortgage. No delay or omission by Bank in exercise of any right hereunder shall be construed to be a waiver of such right or preclude the exercise thereof in the event of a subsequent default.

It is agreed that if any of the property herein mortgaged is of a nature that a security interest can be perfected under the Uniform Commercial Code; this instrument shall constitute a security agreement and shall grant a security interest to Bank in that portion of the Mortgaged Property with respect to which a security interest can be granted and from the date of its recording, this Mortgage shall be effective as a financing statement to perfect such security interest.

For the purpose of constituting a financing statement, the following is set forth:

a. Name and address of Secured Party:
INB Banking Company, North
109 Broadway
Chesterton, Indiana 46304
Attention: _____
b. Name and address of Debtor: _____



STATE OF INDIANA'S NO. _____
FILED FOR RECORDED
MAR 5 1 00 PM '93
SAMUEL W. MOCABEE
RECORDER

All rights and obligations hereunder shall extend to and be binding upon the several heirs, personal representatives, successors and assigns parties to this Mortgage.

Whenever required herein by the context, the singular form of "Mortgagor" shall include the plural and all covenants, obligations and warranties herein shall be deemed to have been made jointly and severally.

In witness whereof, Mortgagor has caused this Mortgage to be executed as of the 10 day of FEBRUARY 1993.

Samuel W. Mocabee Charlene H. Mocabee
SAMUEL W. MOCABEE CHARLENE H. MOCABEE

State of Indiana)
County of PORTER) ss:

Before me, a Notary Public in and for said County and State, this 10TH day of FEBRUARY, 1993, personally appeared: SAMUEL W. MOCABEE AND CHARLENE H. MOCABEE who acknowledged the execution of the foregoing Real Estate Mortgage as the free and voluntary act of said Mortgagor.

Witness my hand and Notarial Seal.

Carol L. Michaels CAROL L. MICHAELS
Notary Public Signature Print Name
My County of Residence: PORTER My Commission Expires: 5/11/95

This Instrument prepared by: CAROLYN J. GARRISON
VICE-PRESIDENT

800

Legal Description of Mortgaged Premises

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND P. M., IN THE CITY OF HOBART, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 288.46 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 664 FEET MORE OR LESS TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE

NORTHEAST QUARTER OF SAID SECTION AND 288.30 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG SAID NORTH LINE 222.6 FEET MORE OR LESS TO A POINT 150 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29 TO A POINT 275 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, THENCE WESTERLY PARALLEL TO SAID SOUTH LINE, 110.0 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 275 FEET; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29 A DISTANCE OF 112.8 FEET MORE OR LESS TO THE POINT OF BEGINNING.



Mortgage Dated

FEBRUARY 10, 1993
