Roal Estate Mortgage

93015345



INB National Bank, n.w. 437 South Street PO. Box 780 Lalayette, Indiana 47902



Lake County Trust Company, as Trustee under the provisions of a Trust Agreement dated November 19, 1991, known as Trust Number This indenture witnesseth that Indiana County, State of ___ , (herein jointly and severally referred to as "Mortgagors"), hereby mortgage to INB National Bank, Northwest, a national banking association having its principal place of business in Lafayette, Indiana, ("Bank") Lake the real estate, located in the County of _ Indiana . State of _ of which is set forth on the reverse side hereof together with all improvements now or hereafter situated on the mortgaged premises or used in connection , the legal description therewith, and all rights, privileges, interests, easements, hereditaments and appurtenances thereunto belonging or in any way pertaining thereto, and allifixtures and appliances now or subsequently attached to or used in connection with the mortgaged premises, and the rents, issues, income and profits of the mortgaged premises. This Mortgage is given to secure the payment of the indebtedness of February 26, 1993 to the Bank as evidenced by a Promissory Note or Notes dated __ in the amount of \$ ______ and shall and shall also secure the payment of any sums guaranteed by, advanced to, or any obligation incurred by Mortgagors hereafter in favor of the Bank. It is understood by both parties that discretion to advance additional funds, as provided for 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 indebtedness secured hereby, reduce the payments thereon, or accept a renewal note or notes therefor, without the consent of any junior lienholder and without the consent of any Mortgagors it Mortgagors have then parted with title to the mortgaged premises, and no such extension, reduction or renewal shall impair the lien or priority of this Mortgage, nor release, discharge or affect the personal liability of the Mortgagors of the Bankment is the property of Mortgagors, jointly and severally, warrant that they are the comes in tea simple of the mortgaged premises, and covenant and agree with the Bank not to permit any lien of mechanics or materialmen to attach to mortgaged premises; to keep the mortgaged premises in good repair and to pay all taxes and assessments levied or assessed against the mortgaged premises as the same become due; and if required by the Bank, to keep any buildings on the mortgaged premises 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 or in excess of the unpaid balance of the indebtedness secured hereby and the amount of all prior indebtedness secured by the mortgaged premises, all such policies to be in companies acceptable to the Bank and to contain a Loss Payable Clause in favor of the Bank as its interest may appear. Upon failure of Mortgagors so to do, the Bank may (but shall not be obligated to) make repairs to, pay any tax assessment levied against, pay or discharge any lien or encumbrance to, or procure and/or maintain in effect insurance with respect to the mortgaged premises; and all sums so paid shall, with interest at the rate provided in the notes, become a part of the indebtedness secured hereby. Upon default of any payment provided for in any Note secured by this mortgage, or upon failure to perform any of the terms and conditions of this Mortgage, or if Mortgagors shall abandon the mortgaged premises or be adjudged bankrupt, then in any such event the entire indebtedness secured hereby shall, at the option of the Bank, become immediately due and payable without holice, and the Bank shall have the right immediately to foreclose this Mortgage. No failure to exercise any right hereunder shall preclude the exercise thereof in the event of a subsequent default. Alli rights; and obligations hereunder shall extend to and be blinding upon the several heirs; personal representatives, successors and assigns of the parties to this Mortgage. Whenever required herein by the context, the plural shall be regarded as and shall bean the singular, and the singular shall be regarded as and shall mean the plural. In witness whereof, the undersigned have hereunto set their hands and Lake County Trust #4247 Agreement dated 11-19-91 SEE SIGNATURE PAGE ATTACHED State of Indiana County of ____ Before me, the undersigned, a Notary Public in and for said County and State, this _____ 26th: day of ____ 19 93 , personally appeared ___ and acknowledged the execution of the foregoing Mortgage. Witness my hand and Notarial Seal. Notary Public SEE SIGNATURE PAGE ATTACHED My Commission Expires County of Residence RCN 403030 Thomas J. Wilk, Asst. Vice President This Instrument Prepared by ..

Lot 832, Lakes of the Four Seasons, Unit No. 4, as shown in Plat Book 38, page 3, Lake County, Indiana.



Mortgage Dated February 26, 1993
Lake County Trust #4247
Mortgagors Agreement dated 11-19-91

This Mortgage is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE COUNTY TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said LAKE COUNTY TRUST COMPANY personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said LAKE COUNTY TRUST COMPANY personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to tenforce the personal liability of the guarantor, if any,

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY opersonally is got a "Transferor or Transferee" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities Docdamages as the resulted yinduding any warranty in this instrument. the Lake County Recorder!

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 26th day of February , 1993.

> LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated November 19th, 1991 and known as Trust No. 4247

Julman Sharlotte L. Reilman, Trust Officer

Sandra L. Stiglitz, Assistant

STATE OF INDIANA

)ss:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

Witness my hand and seal this 26th day of February, 1993.

Laura L. Anderson-Notary Public

My-Commission Expires: November 11, 1995.

Resident: Lake County, In.