

Real Estate Mortgage

93019046

INB National Bank
One Indiana Square
Indianapolis, Indiana 46268



INB

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This Mortgage ("Mortgage") Witnesseth that Gary M. Kebert and Cheri Broach Kebert, husband and wife (herein called "Mortgagor") with an address of 6827 W. 87th Avenue,

(Street Address, City, State, Zip Code)

Crown Point, Indiana 46307 does hereby mortgage and warrant to **INB National Bank**, (herein called "Bank") with an address of One Indiana Square, Indianapolis, Indiana 46226; the following described real estate, located in Lake County, Indiana:

Part of the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 35 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the Southeast corner, thereof, thence North 80 feet to a point in the center line of a public highway known as County Road "0-4", thence North 35 degrees West along the center line of said road 130 feet to the point of beginning of this tract, thence south 42 degrees West 255 feet more or less, to a point on the South line of said 1/4 1/4 Section, said point beginning 253.9 feet West of the Southeast corner thereof; thence West along the South line of said 1/4 1/4 Sec. 238.91 feet; thence North 42 degrees East 400 feet, more or less, to a point in the center line of County Road "0-4", which point is North 52 degrees 30' East 175.9 feet to the place of beginning; thence South 52 degrees 30' East 175.9 feet to the place of beginning.

STATE OF INDIANA
COUNTY OF LAKE
RECORDED
MAR 11 1993
6:17 01 60



which has an address of 6827 W. 87th Avenue, Crown Point, Indiana 46207

(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 referred to hereinafter as the "Mortgaged Property").

This Mortgage is given to secure: (i) the payment of indebtedness owing by Gary M. Kebert and Cheri Broach Kebert to Bank evidenced by a promissory note dated March 08, 1993 in the principal sum of \$ 35,000.00

executed or guaranteed by Mortgagor and payable to Bank, together with interest, costs and expenses provided for therein; (ii) all renewals, modifications or extensions of the whole or any part of the indebtedness hereby secured; (iii) all present and future advances from Bank to Gary M. Kebert and Cheri Broach Kebert whether such advances are made at the option of Bank, made after a reduction to a zero balance or other balance or otherwise made if the instrument evidencing the obligation to repay such indebtedness recites that it is secured by this Mortgage, provided the maximum amount of the indebtedness secured hereby shall not exceed \$ 35,000.00; (iv) all sums advanced by Bank to protect the Mortgaged Property; and (v) the prompt, full and faithful performance, discharge and compliance by Mortgagor of each and every term, condition, warranty, representation, covenant and provision to be performed, discharged, observed or complied with by Mortgagor contained in this Mortgage (all of the foregoing referred to herein as the "Liabilities").

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.

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Upon default in the payment or performance of any of the Liabilities, Mortgagor's abandonment of the Mortgaged Property or the entry of a bankruptcy order for relief for Mortgagor, the Liabilities 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.

If any of the Mortgaged 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 Mortgagor hereby grants 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.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, personal representatives, successors and assigns of the 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 executed this Mortgage as of March 08, 19 93.

X [Signature]

Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!

Mortgagor Cheryl Broach Kebert
(Name of individual, corporation or partnership, if individual, give tradestyle or any other name) Cheryl Kebert

By _____ Title _____
(If corporation, authorized officer must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)

By _____ Title _____
(If corporation, authorized officer must sign and show corporate title. If partnership, a general partner must sign. If owner or partner, show which.)



State of Indiana
County of Lawrence

) SS:

Before me, a Notary Public in and for said County and State, this 8th day of March, 19 93, personally appeared Gary M. Kebert and Cheryl Broach Kebert 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.

Nancy Caudell
Notary Public Signature

Nancy Caudell
Print Name

My County of Residence: Lawrence My Commission Expires: 5-31-93

This Instrument prepared by: Nancy Caudell
INB Banking Center
1501 J Street, Bedford, IN 47421