

THIS INDENTURE WITNESSETH That,
ERNESTINE EMORY, HUSBAND AND WIFE

SAMMIE EMORY, JR. AND

the "Mortgagor" of LAKE
SERVICES, INC. of MERRILLVILLE
LAKE County, Indiana, to-wit:

County, Indiana, mortgage(s) and warrant(s) to BANC ONE FINANCIAL
Indiana, the "Mortgagee" the following described real estate, in

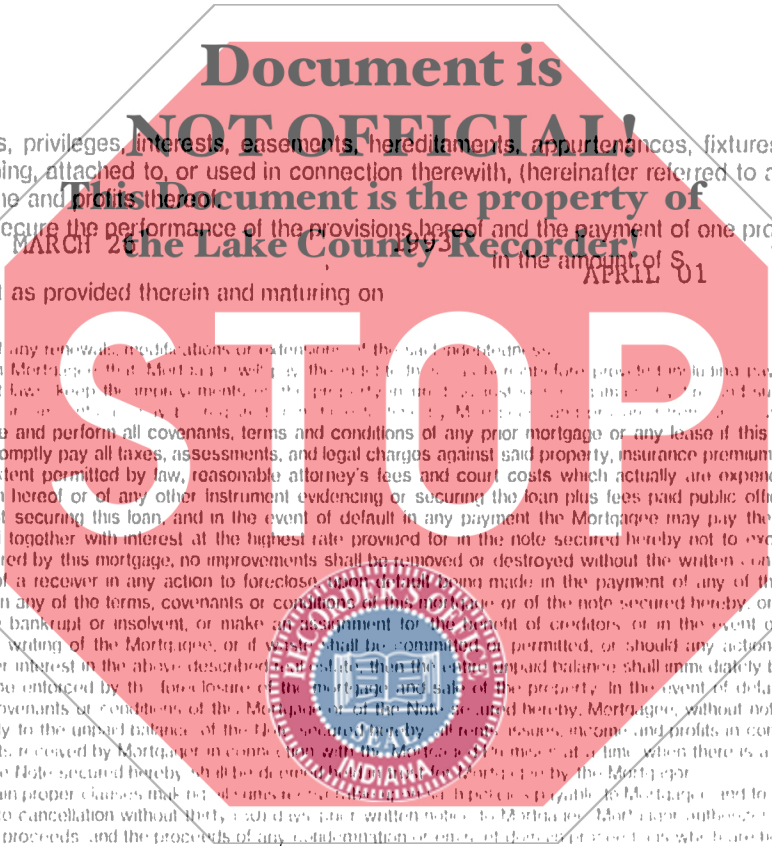
LOT 14, BLOCK 4, AETNA MANOR FOURTH SUBDIVISION, IN THE CITY OF GARY,
AS SHOWN IN PLAT BOOK 29, PAGE 99, IN LAKE COUNTY, INDIANA.

MORE COMMONLY KNOWN AS 1248 DEKALB STREET, GARY, INDIANA 46403

SAVED
RECORDED
MARCH 23 9 20 AM '93

MAR 23 9 20 AM '93

STATE OF INDIANA
FILED
MARCH 23 1993



TOGETHER with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures, and improvements now or hereafter belonging, appertaining, attached to, or used in connection therewith, (hereinafter referred to as the "Mortgaged Premises") and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of one promissory Note from Mortgagor to Mortgagee dated MARCH 26 1993 in the amount of \$ 21993.38 APRIL 01 2003 principal together with interest as provided therein and maturing on

And also to secure the payment of any renewals, modifications or extensions of the said indebtedness. Mortgagor covenants and agrees with Mortgagee that Mortgagor will pay the entire indebtedness here provided for in and pay any deficiency hereunder without relief from valuation and appraisal. Mortgagor will keep the improvements on the property insured against fire and such other risks customarily covered by fire and extended coverage insurance of a company chosen by Mortgagee and acceptable to Mortgagee; observe and perform all covenants, terms and conditions of any prior mortgage or any lease if this mortgage is on a leasehold, keep the Mortgaged Premises in good repair; promptly pay all taxes, assessments, and legal charges against said property, insurance premiums, installments of principal and interest on any prior mortgage, and, to the extent permitted by law, reasonable attorney's fees and court costs which actually are expended in the enforcement or defense of the terms of this mortgage or the lien hereof or of any other instrument evidencing or securing the loan plus fees paid public officers for filing, recording and releasing this mortgage or any other instrument securing this loan, and in the event of default in any payment the Mortgagee may pay the same and the Mortgagor shall repay to the Mortgagee the amount so paid together with interest at the highest rate provided for in the note secured hereby not to exceed the highest amount permitted by law, and all sums so paid will be secured by this mortgage, no improvements shall be removed or destroyed without the written consent of the Mortgagee. The Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose upon default here made in the payment of any of the installments heretofore specified on the due date thereof, or upon default in any of the terms, covenants or conditions of this mortgage or of the note secured hereby, or in the event Mortgagor shall abandon the Mortgaged Premises, die, become bankrupt or insolvent, or make an assignment for the benefit of creditors, or in the event of sale or transfer of the premises by the Mortgagor without the consent in writing of the Mortgagee, or if waste shall be committed or permitted, or should any action or proceedings be filed in any court to enforce any lien on, claim against or interest in the above described real estate, then the entire unpaid balance shall immediately become due and payable at the option of the Mortgagee, and payment may be enforced by the foreclosure of the mortgage and sale of the property. In the event of default in the payment of any installments or upon default in any of the terms, covenants or conditions of the Mortgage or of the Note secured hereby, Mortgagee, without notice to Mortgagor, may take all actions necessary to collect, receive and apply to the unpaid balance of the Note secured hereby, all rents, issues, income and profits in connection with the Mortgaged Premises. Any rents, income issues and or profits received by Mortgagee in connection with the Mortgaged Premises at a time when there is a default in any of the terms, covenants or conditions of this Mortgage or of the Note secured hereby shall be deemed held in trust for Mortgagee by the Mortgagee.

All policies of insurance shall contain proper clauses that in all cases the proceeds of such policies payable to Mortgagee and to Mortgagee as their respective interests may appear and shall not be subject to cancellation without thirty (30) days prior written notice to Mortgagee. Mortgagee authorizes Mortgagee to endorse on Mortgagor's behalf drafts reflecting such insurance proceeds and the proceeds of any condemnation or other of damage proceeds payable to Mortgagee provided that Mortgagee shall remit to Mortgagee such proceeds if any remain after the insurance or condemnation proceeds have been paid at Mortgagee's sole discretion, to the restoration of the Mortgaged Premises or to the satisfaction of all indebtedness secured by this Mortgage. All such policies of insurance and all abstracts of title or title insurance policies covering the Mortgaged Premises shall at Mortgagee's request be delivered to and retained by Mortgagee until the indebtedness secured hereby is fully paid.

Any forbearance by Mortgagee in exercising any right or remedy hereunder under the note or otherwise afforded by applicable law shall not be a waiver of or preclude the subsequent exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

Mortgagor includes each person executing this instrument if more than one, his heirs, successors and assigns and Mortgagee includes its successors, assigns and attorneys.

IN WITNESS WHEREOF, the mortgagor, and each of them, has hereunto set his hand and seal this 26TH day of MARCH, 1993

Sammie Emory Jr
SAMMIE EMORY, JR.
Ernestine Emory
ERNESTINE EMORY

STATE OF INDIANA, COUNTY OF LAKE SS:

SAMMIE EMORY, JR. AND

Before me, a Notary Public in and for said County and State personally appeared the above ERNESTINE EMORY, HUSBAND AND WIFE

and acknowledged the execution of the foregoing Mortgage MARCH 26TH day of

Witness my hand and Notarial Seal this 26TH day of

Mary Conn
(Signature)
MARY CONN

(Printed) Notary Public

My Commission Expires: 08/10/96
My County of Residence: LAKE

THIS INSTRUMENT WAS PREPARED BY Nancy J. Gargula, Attorney at Law, and completed by

MARY CONN

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