

MORTGAGE

For an Open End Line of Credit

539310541/10/122

93021384

BANYAI

This Indenture Witnesseth, That Frank S. Banyai (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 412 Hoffman St., Crown Point Center Indiana
 (Street Address or R.R.) (City) (Twp.) (State)

The Legal Description as follows:

Lot 2 in Block 4 in Holton Hill Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 20, page 55, in the Office of the Recorder of Lake County, Indiana.

STATE OF INDIANA
 REC'D
 FILED
 MARCH 8 1993
 LAKE COUNTY

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 fulfillment of all Borrowers under a certain Loan Agreement dated March 8, 1993, that establishes an open end line of credit for the Borrowers in the amount of \$ 15,000.00 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 First mortgage to First National Bank of East Chicago and Second to Antoinette Banyai.

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 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 to the Mortgagors such sums as 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 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, Mortgagee 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. Mortgagee may obtain insurance from an insurance company of its choice, but the policy must include a standard mortgagee clause in favor of Mortgagee and Mortgagee must furnish Mortgagee with satisfactory proof of insurance. If Mortgagee does not furnish Mortgagee with proof of insurance within 15 days of the execution of this Mortgage and annually thereafter, Mortgagee 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 in 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 in 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 there is no 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 default.

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 8th day of March, 19 93

Signature Frank S. Banyai
 Printed Frank S. Banyai

Signature Leilani R. Banyai
 Printed Leilani R. Banyai

STATE OF Indiana
 COUNTY OF Lake SS:

Before me, a Notary Public in and for said County and State, appeared Frank S. Banyai and Leilani R. Banyai, each of whom, having been duly sworn, acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 8th day of March, 19 93

My County of Residence Lake
 My Commission Expires July 31, 1994

Signature Kristina Strickland
 Printed Kristina Strickland

This instrument was prepared by Douglas Kullerstrand

(NOTARY PUBLIC)

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

450-0003-2 (Rev. 9/91)
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National City Bank
Indpls 46205-9649
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