

6000 464219 RD

C-1839

La Salle Bank Matteson
1701 River Oaks Dr
Calumet city, IL 60409

93021429

RECORDED
MAY 6 10 16 AM '93

STATE OF INDIANA
OFFICE OF THE RECORDER OF DEEDS

TRUST DEED
(Mortgage)

THIS INDENTURE, Made March 26, 19 93, between Phillip C Nowak
married to Toni M Nowak, herein
referred to as "Mortgagors", and

LAKE COUNTY TRUST COMPANY,
an Indiana corporation, doing business in Crown Point, Indiana, herein referred
to as Trustee,

W I T N E S S E T H:

Mortgagor has executed a Revolving Credit Note (the "Note") dated the same
date as this Mortgage payable to the order of LASALLE BANK MATTESON, in the
principal amount of Forty-thousand and 00/100-----Dollars \$ 40,000.00
(the "Line of Credit"). Interest on the Note shall be due and payable
monthly beginning May 1, 1993 ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ and continuing on the
same day of each month thereafter, and the entire unpaid balance of principal
and interest shall be due and payable five (5) years after the date of this
Mortgage. Interest on the Note shall be calculated on the daily unpaid
principal balance of the Note at the per annum interest rate equal to 1.00 %
per annum in excess of the Variable Rate Index (defined below). Interest after
Default, (defined below), or maturity of the Note, whether by acceleration or
otherwise, shall be calculated at the per annum interest rate equal to 4.00 %
per annum in excess of the Variable Rate Index. Mortgagor has the right to
prepay all or any part of the aggregate unpaid principal balance of the Note at
any time, without penalty. The maximum per annum rate of interest on the Note
will not exceed 20%.

To secure payment of the indebtedness evidenced by the Note and the
Liabilities (defined below), including any and all renewals, and extensions of
the Note, Mortgagor does by these presents CONVEY, WARRANT AND MORTGAGE unto
Trustee, its successors and assigns all the Mortgagor's estate, right, title and
interest in the real estate situated, lying and being in the County of Lake
xxxxxxx, and State of Indiana, legally described as follows:



Common Address:
2550 Hickory Drive
Dyer, IN 46311

PIN: 14-163-26-12

A PART OF LOT 25 IN SCHILLING'S 7TH ADDITION, UNIT 2 TO THE TOWN OF
DYER, LAKE COUNTY, INDIANA, AS RECORDED IN PLAT BOOK 47, PAGE 1, IN THE
OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST QUARTER OF SAID LOT 25; THENCE SOUTHEASTERLY
ALONG THE EASTERLY LINE OF SAID LOT 25, 75.99 FEET; THENCE
NORTHWESTERLY 77.19 FEET TO A POINT ON THE NORTHERLY CURVE OF SAID LOT
25, SAID POINT BEING 4.59 FEET SOUTHWESTERLY ALONG A CURVE CONCAVE TO
THE NORTHWEST, THE RADIUS OF WHICH IS 235.80 FEET FROM THE
NORTHEASTERLY CORNER OF SAID LOT 25; THENCE NORTHEASTERLY ALONG A CURVE
CONCAVE TO THE NORTHWEST, THE RADIUS OF WHICH IS 235.80 FEET, 4.59 FEET
TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

ALL OF LOT 26 IN SCHILLING'S 7TH ADDITION, UNIT 2 TO THE TOWN OF DYER,
LAKE COUNTY, INDIANA, AS RECORDED IN PLAT BOOK 47, PAGE 1, IN THE
OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPT A PART MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 26; THENCE
NORTHWESTERLY ALONG THE WEST LINE OF SAID LOT 26, 76.34 FEET; THENCE
SOUTHEASTERLY 77.95 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT
26, SAID POINT BEING 4.87 FEET EAST OF THE SOUTHWESTERLY CORNER OF SAID
LOT 26; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 26, 4.87
FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.

which is referred to herein as the "Premises", together with all improvements,
buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, ease-
ments located in, on, over or under the Premises, and all types and kinds of

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CJ pd

Chicago Title Insurance Company

fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby pledge and assign to Trustee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Trustee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition thereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Trustee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor covenants and agrees as follows:

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvement now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Trustee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.

2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Trustee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.

3. Upon the request of Trustee, Mortgagor shall deliver to Trustee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Trustee, which assignments shall be in form and substance satisfactory to Trustee; Mortgagor shall not, without Trustee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Trustee; and such awards or any part thereof may be applied by Trustee, after the payment of all of Trustee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Trustee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

5. No remedy or right of Trustee hereunder shall be exclusive. Each right or remedy of Trustee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Trustee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same of different nature. Every such remedy or right may be exercised or currently or independently, and when and as often as may be deemed expedient by Trustee.

6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvement on the Premises, and in no event less than the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Trustee. All policies shall be issued by companies satisfactory to Trustee. Each insurance policy shall be payable, in case of loss or damage, to Trustee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Trustee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Trustee. In case of insurance about to expire, Mortgagor shall deliver to Trustee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Trustee.

7. Upon Default by Mortgagor hereunder, Trustee or holder of the Note may, but need not, make any payment or perform any act required by Mortgagor hereunder in any form and manner deemed expedient by Trustee, and Trustee may, but need not, make full or partial payment of principal or interest on any encumbrances, liens or security interests affecting the Premises and Trustee may purchase, discharge, compromise or settle and tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture

affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expense paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other funds advanced by Trustee or holder of the note to protect the Premises or the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Trustee shall never be considered as a waiver of any right accruing to Trustee on account of any Default hereunder on the part of Mortgagor.

8. If Trustee or holder of the Note makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Trustee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Upon Default, at the sole option of the holder of the note, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Trustee including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Trustee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, has the same meaning as defined in the note and includes the failure of the Mortgagor to completely cure any Cause for Default and to deliver to the Trustee written notice of the complete cure of the Cause for Default within seven (7) days after the Trustee mails written notice to the Mortgagor that a Cause for Default has occurred and is existing. Default under the Note shall be Default under this mortgage. The term "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause for Default" in the note, including but not limited to the failure of Mortgagor to pay the note or Liabilities in accordance with their terms or failure of Mortgagor to comply with or to perform in accordance with any representation, warranty, term, provision, condition, covenant or agreement contained in this Mortgage, the Note or any instrument, agreement or writing securing any Liabilities.

10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Trustee. Violation of this provision may be deemed a cause for default.

11. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to holder of the Note for payment of any and all amounts due under the Note or this Mortgage, whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever created, arising or evidenced hereunder or under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together

with attorneys' and paralegals' fees relating to the Trustee's rights, remedies and security interests hereunder, including advising the Trustee or drafting any documents for the Trustee at any time. Notwithstanding the foregoing or any provisions of the note, the Liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this mortgage, with interest on such disbursements, and if permitted by law, disbursements made by Trustee or holder of the Note which are authorized hereunder and attorneys' fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus interest as provided herein.

12. "Variable Rate Index" means that interest rate established or announced by The First National Bank of Chicago as its "Commercial Base Rate". The Variable Rate Index will fluctuate hereunder from time to time and the effective date of any change in the Variable Rate Index shall be the day of such change in the "Commercial Base Rate" announced or established by The First National Bank of Chicago, with or without notice by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or future principal advances made under the Note. In the event The First National Bank of Chicago discontinues establishing or announcing the "Commercial Base Rate", the Variable Rate Index shall be the interest rate, or the highest rate if more than one, published in the Wall Street Journal "Money Rates" Column as the "Prime Rate."

13. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, holders of the Note or Trustee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Trustee for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, tax and lien searches, and similar data and assurances with respect to title as Trustee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Trustee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Trustee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Trustee or on behalf of Trustee or holder of the Note in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Trustee or holder of the Note shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

14. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representative, successors or assigns, as their rights may appear.

15. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Trustee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the proceeds in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency.

16. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the part interposing the same in an action at law upon the Note.

17. The holder of the note or Trustee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

18. This Mortgage and all provision hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Trustee" includes the successors and assigns of Trustee.

19. In the event the Mortgagor is a land trustee, then this mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof,

and through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

20. This Mortgage has been made, executed and delivered to Trustee in Crown Point, Indiana, and shall be construed in accordance with the laws of the State of Indiana. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

21. Trustee has no duty to examine the title, location, existence, or conditions of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

22. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the Note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never executed a certificate on an instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

23. Trustee may resign by instrument in writing in the office of the County Recorder in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act as Trustee, the then Recorder of the County in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

WITNESS the hand*s _____ and seal s _____ of Mortgagor the day and year set for above.

*Toni M Nowak is signing this mortgage to waive, disclaim and release all rights and benefits, if any, under or by Virtue of the Homestead Exemptions Law of the State of Illinois, Marriage and Dissolution of Marriage Act and to subordinate all Equitable interest in the property, if any, to the lien of this mortgage.

Phillip C Nowak Jr.
Phillip C Nowak Jr

Toni M Nowak
Toni M Nowak, solely to waive her homestead rights*

STATE OF ILLINOIS)

COUNTY OF COOK)

I, _____ the undersigned, a Notary Public in and for the State of Illinois, residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Phillip C Nowak, Jr. and Toni M Nowak, his wife who are personally known to me to be the same person whose name s _____ subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ 26th _____ day of _____
March _____, A.D., 19 _____ 93.

"OFFICIAL SEAL"
CAROL S. MORRISON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/7/96

My Commission Expires:



Carol S. Morrison
Notary Public
A resident of Cook County

The principal note mentioned in the within Trust Deed has been identified herewith under identification No. C-1839

LAKE COUNTY TRUST COMPANY,
as Trustee

Charlotte L. Keilman
Trust Officer
Charlotte L. Keilman-Trust Officer

This document prepared by: Carol Morrison 1701 River Oaks Drive, Calumet City, IL 60409