

Return to

Michael J. McQuillen 1321 Surrey Court Crown Point, IN 46307	This instrument was prepared by American Savings, FSB
93045836	American Savings, FSB 1001 Main Street Dyer, IN 46311
MORTGAGOR: "I" includes each mortgagor above.	MORTGAGEE "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, Michael J. McQuillen, mortgage to you on _____, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property");

PROPERTY ADDRESS:
1321 Surrey Court Crown Point Indiana 46307
 (Street) (City) (State) (Zip Code)

LEGAL DESCRIPTION:
 Lot 30 in Briar Estates, in the City of Crown Point, as per plat thereof, recorded in Plat Book 64 page 41, in the Office of the Recorder of Lake County, Indiana

177-850-93-649

TICOR TITLE INSURANCE
Crown Point, Indiana

located in Lake County, Indiana.
TITLE: ~~all~~ covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes, assessments not yet due and ~~any other~~ None other than existing debt of record



SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by: (List all instruments and agreements secured by this mortgage and the dates thereof):
 Line of credit agreement dated July 6, 1993

The above obligation is due and payable on July 1, 2008 if not paid earlier. The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of One Hundred Thousand and No/100 Dollars (\$ 100,000.00), plus interest.

- Future Advances:** The above amount is secured even though all or part of it may not yet be advanced. Future advances are contemplated and will be secured to the same extent as if made on the date this mortgage is executed.
- Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.
- A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage, in any instruments evidencing the secured debt and in any riders described below and signed by me.

Commercial Construction _____

Michael J. McQuillen
 Michael J. McQuillen
 STATE OF INDIANA
 FILED IN OFFICE OF RECORDER OF DEEDS
 JUN 15 11 03 AM '93
 RECORDER OF DEEDS
 LAKE COUNTY, INDIANA

ACKNOWLEDGMENT: STATE OF Indiana Lake County, ss:

This instrument was acknowledged before me this 6th day of July, 1993 by
 Corporate or Michael J. McQuillen (Title)

Partnership of _____ (Name of corporation or Partnership)
 Acknowledgment a _____ on behalf of the corporation or partnership.

My commission expires: 3/11/96
 (Seal)

Notary Public Jacqueline C. Cory

[Handwritten signature]

COVENANTS

1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. All insurance policies shall include a standard mortgage clause. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. Property. I will keep the property in good condition and make all repairs reasonably necessary.

5. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this Mortgage.

6. Default and Acceleration. If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may either accelerate the maturity of the secured debt and demand immediate payment after giving the notice below, or exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.

Except as provided in paragraph 16 of this mortgage, if I breach any covenant or agreement of this mortgage, prior to acceleration you will give notice to me, as provided in paragraph 15 of this mortgage, specifying:

- (1) the breach;
- (2) the action required to cure such breach;
- (3) a date, not less than 30 days from the date the notice is mailed to me, by which such breach must be cured; and
- (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sum secured by this mortgage and sale of the property.

This notice shall also include a statement of my right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense to the acceleration or sale. If the breach is not cured on or before the dates specified in the notice, you, at your option, may declare all of the sum secured by this mortgage to be immediately due and payable without further demand and may invoke the power of sale hereby granted and any other remedies permitted by applicable law. You shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees.

7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.

8. Prior Security Interests. I shall perform all of my obligations under any mortgage, deed of trust, or other security agreement with a lien which has priority over this Mortgage, including my covenants to make payments when due.

9. Leaseholds; Condominiums; Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

10. Authority of Mortgagee to Perform for Mortgagor. If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

12. Condemnation. I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

13. Waiver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.

14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify, or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

17. Release. When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

18. Waiver of Homestead. I hereby waive all rights of homestead exemption in the property.

19. Borrower's Copy. You will furnish me a conformed copy of the Note and this Mortgage at the time they are executed or within a reasonable time after recordation of this Mortgage.