

Return to: Calumet National Bank, 5231 Hohman Ave, Hammond, IN 46320

4003 472235 pdy
500 Innovative Homes
P.O. Box 1233
Lafayette In 47902

93081675

Real Estate Mortgage

THIS MORTGAGE made this 29th day of November, 19 93, between
INNOVATIVE HOMES, INC., an Indiana Corporation

of Lake County, State of Indiana, (hereinafter referred to as "Mortgagor"), and
CALUMET NATIONAL BANK, a national banking institution, having its principal office at 5231
Hohman Avenue, Hammond, Indiana (hereinafter referred to as "Mortgagee"),

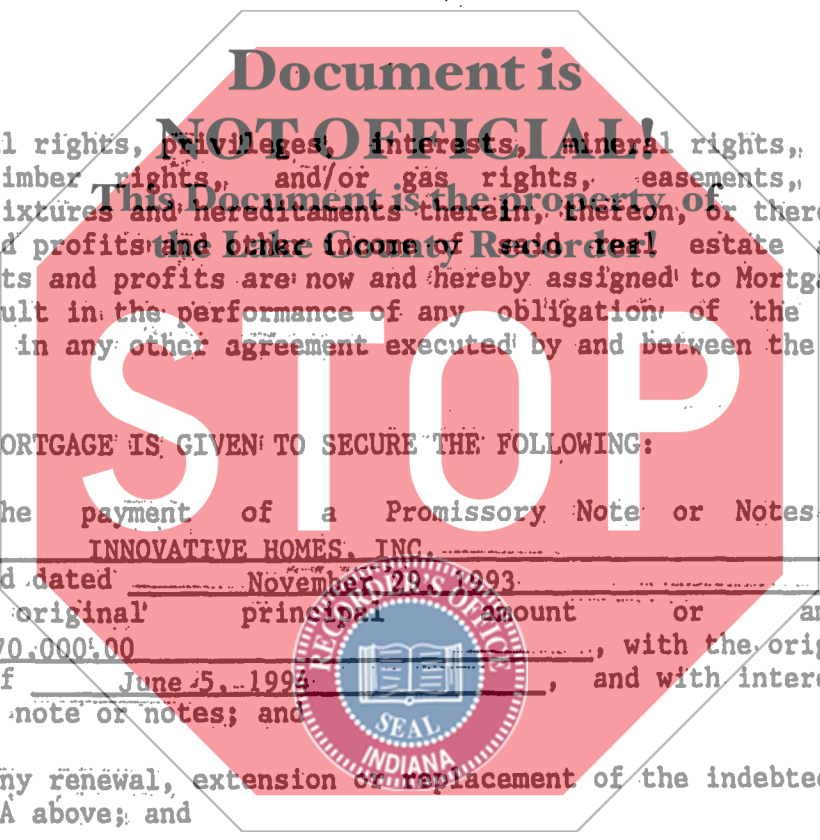
WITNESSETH:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Mortgagor
does hereby mortgage and warrant to Mortgagee the following described real estate situated in
Lake County, State of Indiana, to-wit:

Lot 5, Woodmar Estates Addition to the City of Hammond, as shown in Plat
Book 72, page 55, in Lake County, Indiana.
common address:
7225 Lindbergh Avenue
Hammond, IN 46323

Dec 6 2 08 PM '93
S.A. RECORDED

Chicago Title Insurance Company
STATE OF INDIANA
FILED



together with all rights, privileges, interests, mineral rights, water rights,
air rights, timber rights, and/or gas rights, easements, improvements,
appurtenances, fixtures and hereditaments therein, thereon, or thereto belonging,
and the rents and profits the Lake County Recorder deal estate and premises,
which said rents and profits are now and hereby assigned to Mortgagee as of the
date of any default in the performance of any obligation of the Mortgagor as
stated herein or in any other agreement executed by and between the Mortgagor and
Mortgagee.

THIS MORTGAGE IS GIVEN TO SECURE THE FOLLOWING:

- A. The payment of a Promissory Note or Notes executed by
INNOVATIVE HOMES, INC.
to Mortgagee, and dated November 29, 1993
in the original principal amount or amounts of
\$70,000.00, with the original maturity
date or dates of June 5, 1994, and with interest thereon as
provided in said note or notes; and
- B. Any renewal, extension or replacement of the indebtedness referred
to in paragraph A above; and
- C. Any and all future advancements made by Mortgagee to
INNOVATIVE HOMES, INC. and;
- D. Any other indebtedness which
INNOVATIVE HOMES, INC.
might from time to time, while this Mortgage is in effect, owe Mortgagee; and
- E. The performance by Mortgagor of all Mortgagor's covenants,
agreements, promises, payments and conditions contained in this Mortgage
agreement.

The Mortgagor shall have and hold the mortgaged premises unto the
Mortgagee, for the purposes and uses set forth herein under the following terms
and conditions:

ARTICLE 1. COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee as follows:

Section 1.01. Security Agreement. If any of the property described
above does not form a part and parcel of the premises or does not constitute a
fixture, as that term is defined in the Uniform Commercial Code, this Mortgage is

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Real Estate Mortgage:

hereby deemed a Security Agreement under the Uniform Commercial Code for the purpose of hereby creating a security interest in the premises. The Mortgagor hereby grants said security interest to the Mortgagee, as Secured Party, as that term is defined in the Uniform Commercial Code.

Section 1.02. Waste and Maintenance of Premises. The Mortgagor shall abstain from and not permit the commission of waste in or about the premises; shall not move or demolish, or alter the structural character of, any building at any time erected on the premises without the prior written consent of the Mortgagee; shall maintain the premises in good condition and repair, reasonable wear and tear excepted. The Mortgagee shall have the right, but not the duty, to enter upon the premises at any reasonable hour to inspect the interiors of any buildings and improvements located thereon.

Section 1.03. Insurance Obligation. The Mortgagor will procure, deliver to, and maintain for the benefit of the Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereafter erected on the said land against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as the Mortgagee may designate. All policies of insurance required hereunder shall be in such form and amounts and by such companies, as the Mortgagee may accept, and shall contain a mortgagee clause acceptable to the Mortgagee, with loss payable to the Mortgagor and the Mortgagee as their interests may appear. The Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to the Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereof, the said policies and renewals to be marked "paid" by the issuing company or agent.

In the event of any loss or damage, the Mortgagor will give prompt notice thereof to the Mortgagee. All proceeds of insurance in the event of such loss or damage shall be payable jointly to the Mortgagor, its successors and assigns, and the Mortgagee. All funds will be utilized by the Mortgagor to the extent necessary to restore the premises to substantially the same condition as the premises existed prior to the loss or damage, unless the Mortgagor shall elect not to do so. In the latter event, the Mortgagee shall then apply the proceeds to the then-existing indebtedness and the balance shall be paid to the Mortgagor.

Section 1.04. Payment of Taxes and Other Charges. The Mortgagor shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the premises or any part thereof, without any deduction or abatement, in a manner acceptable to such taxing authorities and shall produce to the Mortgagee receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the premises prior to the lien of this Mortgage; provided, however, that if the Mortgagor shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances or other charges or the validity thereof, and shall have established on its books or by deposit of cash the Mortgagee (as the Mortgagee may elect), a reserve for the payment thereof in such amount as the Mortgagee may require, then the Mortgagor shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and as long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Mortgagor.

Section 1.05. Payment of Future Taxes. If at any time the United States Government or any other federal, state, or municipal government or subdivision thereof shall require internal revenue or other documentary stamps or tax on this Mortgage or the note secured hereby, upon demand the Mortgagor shall pay for same; and on failure to make such payment within fifteen (15) days after demand for same, the Mortgagee may pay for such stamps and add the amount so paid to the principal indebtedness evidenced by the note and secured by this Mortgage, and said additional principal shall bear interest at the rate of eighteen (18%) percent per annum.

Section 1.06. Compliance with Ordinances. The Mortgagor shall comply with any municipal ordinance or regulation affecting the premises within thirty (30) days after notice thereof; provided, however, that if the Mortgagor shall in good faith, and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then the Mortgagor shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Mortgagor.

Real Estate Mortgage:

Section 1.07. Personal Liability. The Mortgagor agrees to pay all indebtedness secured by this Mortgage in accordance with its terms and with the terms of the note.

ARTICLE 2. DEFAULT AND BREACH

Section 2.01. Events of Default. The following shall constitute Events of Default hereunder:

- (a) The failure of the Borrower or Mortgagor to pay any installment of principal or interest when the same is due.
- (b) The failure of the Borrower or Mortgagor to pay any other sum required to be paid in the note or in this Mortgage when the same is due.
- (c) The failure of the Borrower or Mortgagor to perform any covenant or agreement in the note or in this Mortgage.
- (d) Any assignment for the benefit of the Borrower's or Mortgagor's creditors, or other proceedings intended to liquidate or rehabilitate the Mortgagor's estate, or the Mortgagor's becoming insolvent within the meaning of the Federal Bankruptcy Code.

Section 2.02. Foreclosure on Default. Upon the occurrence of any one or more of said Events of Default, the entire unpaid balance on the principal, the accrued interest, and all other sums secured by this Mortgage, shall, at the option of the Mortgagee, become immediately due and payable without notice or demand, and in any such Event of Default the Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to the statutes. Any failure to exercise said option shall not constitute a waiver of the right to exercise the option at any other time. In any such proceeding, there shall be allowed and included, as additional indebtedness in the judgements, all expenses which may be paid or incurred by or on behalf of the Mortgagee for the attorney's fees; outlays for documentary evidence, costs of abstracts of title, title searches, title insurance policies, and any other expenses which the Mortgagee may deem reasonably necessary to prosecute such suit or to maintain the sale pursuant to the judgement. The proceeds of any foreclosure sale shall be applied first, to the payment of all costs arising from the foreclosure proceedings; second, to the payment of all items other than principal and interest which are secured indebtedness under this Mortgage; third, to the payment of the unpaid principal and interest under the note; and fourth, any surplus to the Mortgagor, his successors, or assigns.

Section 2.03. Possession and Receivership. The Mortgagee shall have the right in any proceeding to foreclose this Mortgage to the appointment of a receiver to collect the rents, issues, income, and profits of the premises and apply them to the payment of the indebtedness, interest, attorney's fees and costs, and any other payments required by the note or this Mortgage, without notice and without regard to the adequacy of the premises to secure the indebtedness. Or, instead of such receivership, the Mortgagee may, at its option, itself take possession of the premises during the period of redemption, and collect the rents and apply them in the manner set forth above.

Section 2.04. Failure to Pay Taxes or Insurance Premium. If after receiving ten (10) days' written demand for payment and/or discharge from Mortgagee, the Borrower or Mortgagor fails to pay any tax, claim, lien or encumbrance which shall be or become prior in lien to this Mortgage, or to pay any insurance premium as aforesaid, or to keep the premises in repair, as aforesaid, or commits or permits waste, then the Mortgagee, at its option, may pay said claim, lien, encumbrance, tax assessment, or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as the Mortgagee deems advisable, and for any said purposes the Mortgagee may advance such sums of money as it deems necessary. All sums of money advanced by the Mortgagee pursuant to this section, together with interest on each such advance at the rate of eighteen (18%) percent per annum, shall be so much additional indebtedness secured hereby and shall immediately become due and payable without notice. The failure of the Mortgagee to act pursuant to this section shall not be deemed a waiver of any rights the Mortgagee may have because of any default on the Borrower or Mortgagor.

Section 2.05. Assignment of Leases and Rents. As a further security for payment of the indebtedness and performance of the obligations, covenants,

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Section 4.05. Parties Bound. This Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Mortgage.

Section 4.06. Severability. In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 4.07. Time of Essence. Time is of the essence of this Mortgage.

Section 4.08. Construction. The words "Mortgagor" and "Borrower" and "Mortgagee" include singular or plural, individual or corporation, and the respective heirs, personal representatives, executors, administrators, successors, and assigns of the Mortgagor and the Mortgagee, as the case may be. The use of any gender applies to all genders. If more than one party is named as the Mortgagor, the obligation hereunder of each such party is joint and several.

Section 4.09. Captions. The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope of intent of this Mortgage or any particular paragraph or section hereof, nor the proper construction hereof.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage this 29th day of November, 1993.

Document is NOT OFFICIAL!
This Document is the property of INNOVATIVE HOMES, INC., an Indiana Corporation
the Lake County Recorder!
Jack E. Kovich, President



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the above and foregoing instrument as _____ free and voluntary act and deed for the uses and purposes therein set forth.



GIVEN under my hand and official seal this _____ day of _____, 19____.

Notary Public

My Commission Expires: _____

County of Residence: _____

This instrument prepared by: _____

