



94022531

This Mortgage is made on March 17, 1994, between the Mortgagor, David M and Deanne M Budzielek whose address is 7312 Locust St Gary IN 46403 and the Mortgagee, NBD Bank, N.A., a national banking association, whose address is 8585 Broadway MErrillville IN 46410

(A) Definitions.

- (1) The words "Borrower", "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.
(2) The words "we", "us", "our" and "Bank" mean the Mortgagee and its successors or assigns.
(3) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future.

(B) Security. As security for a loan agreement dated March 17, 1994 for credit in the TOTAL AMOUNT of \$ 36,600.00 including all extensions, amendments, renewals, modifications, refinancings and/or replacements of that loan agreement, you mortgage and warrant to us, subject to liens of record, the Property located in the City/Town of Gary, Lake County, Indiana, described as:

Lot 21, Block 9, Norcott's Addition to Indiana. City. In the City of Gary, as shown in Plat book 1, page 14, Lake County, Indiana.

(C) Borrower's Promises. You promise to:

- (1) Pay all amounts when due under your loan agreement, including interest, and to perform all duties of the loan agreement and/or this Mortgage.
(2) Pay all taxes, assessments and liens that are assessed against the Property when they are due.
(3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property without our prior written consent.
(4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
(5) Keep the Property insured against loss or damage caused by fire or other hazards with an insurance carrier acceptable to us.
(6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.

substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.
(E) Default. If you do not keep the promises you made in this Mortgage or fail to meet the terms of your loan agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in your loan agreement including, but not limited to, those stated in the Default, Remedies on Default, and/or Reducing the Credit Limit paragraphs or as otherwise provided by applicable law.

(F) Due on Sale. If you sell or transfer all or any part of the Property or any interest in the Property without our prior written consent, the entire balance of what you owe us under your loan agreement is due immediately.

(G) Eminent Domain. Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt in accordance with the terms of the loan agreement until any award or payment shall have been actually received by you. By signing this Mortgage, you assign the entire proceeds of any award or payment and any interest to us.

(H) Other Terms. We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the loan agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law.

(D) Environmental Condition. You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property.

By Signing Below, You Agree to All the Terms of This Mortgage.

Witnesses:
X _____
Print Name: _____
X _____
Print Name: _____
X _____
Print Name: _____
X _____
Print Name: _____

X [Signature]
Mortgagor David M Budzielek
X [Signature]
Mortgagor Deanne M Budzielek
RECORDED
MAR 25 10:11 AM '94
STATE OF INDIANA
COUNTY OF LAKE

STATE OF INDIANA)
COUNTY OF Lake)

The foregoing instrument was acknowledged before me on this 17 day of March, 1994, by David M and Deanne M Budzielek, Mortgagors.

Drafted by: C.P. CONNORS, VICE PRESIDENT

X [Signature]
Notary Public, Lake County, Indiana
My Commission Expires: 11/11/94

When recorded, return to: 600 ct