

Chicago Life Insurance Company

94024901

MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned OSCAR M. FUENTES AND MICHELLE M. FUENTES, HUSBAND AND WIFE of the Town of Griffith, County of Lake, State of Indiana, hereinafter referred to as the Mortgagors, do hereby Mortgage and Warrant to

FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND

a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of LAKE, in the State of Indiana, to wit:

Parcel 1: Part of the East Half of the West 2/3 of the West Half of the Southeast Quarter of Section 23, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at a point 220.72 feet West of the Southeast Corner of said East Half of the West 2/3 of the West Half of the Southeast Quarter of said Section 23; thence North 560.9 feet; thence West 43 feet to a point, which point is the starting point of this description; thence North parallel with the West line of said tract, a distance of 298 feet; thence West on a line parallel with the South line of said Section 23, a distance of 177.7 feet, more or less, to the West line of said East Half of the West 2/3 of the West Half of the Southeast Quarter of said Section 23; thence South along the West line of said tract 298 feet; thence East 177.7 feet, more or less, to the place of beginning, in the Town of Griffith, Lake County, Indiana.

Parcel 2: Part of the West 2/3 of the West Half of the Southeast Quarter of Section 23, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as commencing at a point 560.91 feet North of and 220.72 feet West of the Southeast corner of East Half of West 2/3 of West Half of said Southeast Quarter; thence West 43 feet, thence North 298 feet, thence East 136.72 feet; thence South 298 feet and thence West 93.72 feet to the place of beginning, except a triangular tract of land in the East Half of the West 2/3rds of the West Half of the Southeast Quarter of Section 23, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the Town of Griffith, Lake County, Indiana, described as commencing at a point on the South line of said Section 23 and the East line of 66 foot wide Norwood Street; thence North 535.91 feet more or less along the East line of Norwood Street; thence North 45 degrees East 35.36 feet along the Southeasterly line of Norwood Street (said Street being 60 feet wide at this point) to the point of beginning; thence continuing North 45 degrees East of the Southeasterly line of Norwood Street 50.51 feet; thence South on a line (which line is the West line of property described in Deed Record 958, page 423, in a conveyance by Frank H. and Marjorie L. Hart to Frank W. and Jacqueline Hart) 35.72 feet; thence West 35.72 feet to the point of beginning.

KEY NUMBERS: Parcel 1: 26-5-67 Parcel 2: 26-5-109
PROPERTY ADDRESS: Parcel 1: 1780 Norwood Avenue, Griffith, Indiana 46319 Parcel 2: 1800 Norwood Avenue, Griffith, Indiana 46319
THIS INSTRUMENT WAS PREPARED BY: Bonnie Witvoet First Savings and Loan Association of South Holland, Illinois 60473

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the

This instrument was prepared by: Bonnie Witvoet
1st Savings & Loan Assoc. of S. Holland

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For log see doc. #

STATE OF INDIANA

1/27/76

Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before, or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's or Sheriff's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph, unless commenced within sixty days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE:

1. The payment of a note executed and delivered concurrently and of even date herewith by the Mortgagor to the Mortgagee in the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$150,000.00) which is payable in monthly installments as provided in said note, to be applied first to interest, and the balance to principal until MARCH 1, 1995 when the entire unpaid principal balance plus interest is due.

2. Any additional advances made by the Mortgagee to the Mortgagor, or his successors in title, as hereinafter provided, but at no time shall this mortgage secure a sum in excess of ONE HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$150,000.00) plus such further sums as may be advanced for the purpose of protecting or enforcing the security; and

the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such possession or receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if the Mortgagee shall be placed in possession or a receiver shall be appointed said Mortgagee or such receiver shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by any order placing the Mortgagee in possession or by the appointment or entry in possession of a receiver but said Mortgagee or such receiver may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of four per centum (4%) per annum, over the then prevailing interest rate which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's or Sheriff's fees and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificate and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence and bidders to any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparation for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money;

(6) In case the mortgaged property, or any part thereof shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken, or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged;

(7) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee; and that the power herein mentioned may be exercised as often as occasion therefor arises;

3. All of the covenants and agreements in said note and Construction Loan Agreement (which is made a part of this mortgage contract) and this mortgage.

A. THE MORTGAGOR COVENANTS:

(1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof;

(2) To pay, unless theretofore paid by the Mortgagee out of reserves withheld for that purpose, each annual general real estate tax when the first installment thereof is due and payable and to pay immediately when due and payable all special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purposes of this requirement.

(3) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such responsible company or companies, and in such form as shall be satisfactory to the Mortgagee until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption, (sums accrued in anticipation of renewal premiums on insurance pursuant to the terms of said note, shall be applied in payment of such premium); such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in the Master's, Sheriff's or Commissioner's Deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise in its discretion, all claims thereunder, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full;

(4) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises;

(5) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed unless the Mortgagee in its sole discretion, which discretion is hereby granted it, elects to apply the proceeds of any insurance covering such destruction or damage, on the indebtedness secured hereby;

(6) To keep said premises in good condition and repair, without waste, and free from any mechanic's, or other lien or claim of lien not expressly subordinated to the lien hereof;

(7) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish or impair its value by any act or omission to act;

(8) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;

contracts in conjunction therewith, all moneys expended in excess of said mortgage loan shall become so much additional indebtedness secured by this mortgage, and shall be payable on demand with interest at the rate then in effect under the terms of the note for which this mortgage is security.

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor or to his successors in title, at the date hereof or at a later date, including any additional advances which the Mortgagee may make in accordance with the terms hereof, plus any amount of amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security, and costs incurred in connection herewith, and for the purpose of paying insurance premiums as herein provided;

(3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt hereby secured without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

(4) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises enmasse without offering the several parts separately;

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, place the Mortgagee in possession or appoint a receiver (who may be the Mortgagee or its agent) with power to manage and rent and to collect the rents, issues and profits of said premises during

(9) Not to suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) a purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property;

(10) That if any person, for the purpose of further securing the payment of the mortgage indebtedness, shall procure contracts of insurance upon his life or disability insurance or insurance for loss of time by accidental injury or sickness, such contracts making the Mortgagee assignee or payee thereunder, then to pay the premiums thereon as and when the same become due (sums accrued in reserves in anticipation of such renewal premiums shall be applied thereto), and in default of such payment, the Mortgagee may, but is not hereby obligated so to do, pay the premiums on such insurance and add said payments to the principal indebtedness secured by this mortgage;

(11) To appear in and defend any proceeding which in the opinion of Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage.

(12) The Mortgagor covenants that in order to provide for the payment of taxes, to pay monthly in addition to the payment of principal and interest, one-twelfth of the annual real estate taxes as estimated by the holder of the note so as to provide funds for the payment of the current year's tax obligation on the last day of each such year during the term of the note. The undersigned promises further to pay monthly a pro-rata share of all assessments, future hazard insurance premiums, premiums on account of life, accident, disability or sickness insurance under any such policies of insurance assigned or payable to the holder of the note as additional security for the payment thereof, and any other charges that may accrue against the property securing the indebtedness. If the amount so estimated and paid shall prove to be insufficient to pay said taxes, insurance, assessments and other charges the undersigned promises to pay the difference upon demand. It is agreed that all such payments shall, without earnings, be carried in a borrower's tax and insurance account and applied by the holder of the note to pay such items. Such sums so held are hereby pledged, together with any other account of the undersigned held by the holder of the note, to further secure the indebtedness and the holder of the note, or any officer or agent thereof, is hereby authorized to withdraw and apply the same hereon. The holder of the note is further authorized to pay said items as charged or billed without further inquiry.

(13) The Mortgagor further covenants and agrees that:

(A) The building or buildings to be erected, altered or remodeled on the premises hereby mortgaged shall be in accordance with plans and specifications submitted to FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND.

(B) The building or buildings, alterations or remodeling shall be completed no later than March 1, 1995.

(C) There will be no stoppage of construction for a period longer than fifteen (15) days.

(D) In default of any of the covenants contained in (A), (B), (C), the legal holder of the note secured hereby may, but need not;

1. Declare the entire principal note and interest thereon due and payable.

2. Complete the construction, alteration or remodeling of said building or buildings and enter into the necessary

(8) That in the event the Mortgagor shall suffer or permit the sale, assignment or transfer of any right, title or interest in and to the mortgaged property, or any portion thereof, then, unless the same shall be done with the prior written consent of the Mortgagee, the happening thereof shall constitute a default hereunder, and thereupon the Mortgagee shall be authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien, to declare without notice all sums secured hereby immediately due and payable;

(9) The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage for its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the mortgaged premises subsequent to the date of this mortgage;

(10) In the event the Mortgagor shall further encumber the mortgaged property in any amount, then if the same shall be done, it shall constitute a default under the mortgage;

(11) The undersigned represents and agrees that this mortgage and the note secured thereby, is to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the note shall be used for business purposes as defined in Sec. 6404 (1) (c) of Chapter 17 of the Illinois revised statutes;

(12) The within mortgage secures an obligation incurred for the construction of an improvement on the land mortgaged herein and constitutes a "construction mortgage" within the meaning of Section 9-313(1)(c) of the Illinois Uniform Commercial Code;

(13) Before releasing this mortgage, the Mortgagee or its successors shall receive for its services a fee as determined by its rate schedule in effect when the Release Deed is issued.

(14) This mortgage is subject to terms and conditions being that certain commitment for the mortgage loan made by FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND to OSCAR M. FUENTES AND MICHELLE M. FUENTES, husband and wife or land trust designated by them.

(15) Future Advances. This mortgage is given to secure not only the existing Indebtedness, but also future advances (whether such advances are obligatory or are to be made at the option of Lender, or otherwise) made by Lender pursuant to the Loan Agreement and as evidenced by the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of the Indebtedness that may be so secured may decrease or increase from time to time, but shall in no even exceed the amount of \$150,000.00

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 31st day of MARCH A.D. 1994.

Oscar M. Fuentes (SEAL) Michelle M. Fuentes (SEAL)
Oscar M. Fuentes Michelle M. Fuentes

INDIANA
STATE OF ~~ILLINOIS~~)
) ss
COUNTY OF ~~COOK~~ LAKE)

I, THE UNDERSIGNED, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT OSCAR H. FUENTES AND MICHELLE M. FUENTES, HUSBAND AND WIFE personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal, this 31 day of MARCH A.D. 1994



Janice L. Maddox

Notary Public
JANICE L. MADDOX

My Commission expires JANUARY 13 1998

