



NBD Bank, N.A.
Mortgage (Installment Loan) - Indiana

N-1069

This Mortgage is made on April 4 94026591, 1994, between the Mortgagor, Daniel J. Vance whose address is 1175 Shelby 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 April 4, 1994 for credit in the TOTAL AMOUNT of \$40,000.00 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 of Gary, Lake County, Indiana, described as: That part of Lot 26 which lays parallel to and 8 feet East of the West line of said lot and all of Lot 27, block 1 Young's Highlands in the City of Gary as shown in plat book 15 page 15 in 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 you 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.

(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.

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 Daniel J. Vance
X \_\_\_\_\_
Mortgagor

STATE OF INDIANA )
COUNTY OF Lake )
The foregoing instrument was acknowledged before me on this 4th day of April, 1994, by NBD Bank, N.A., Mortgagors.

Drafted by: C. P. Connors, Vice President

X [Signature]
Notary Public, \_\_\_\_\_ County, Indiana
My Commission Expires: 7-11-94

When recorded, return to:
NBD Bank
1 Indiana Square N1300
Indianapolis, IN 46266

Chicago Title Insurance Company