

3

Mail to: Robert E. Stochel, Attorney at Law  
One Professional Center, Suite 308  
Crown Point, IN 46307

**MORTGAGE**

THIS INDENTURE WITNESSETH, that PETER M. TODOSIJEVIC, of Lake County, Indiana, hereinafter referred to as "Mortgagor", MORTGAGE AND WARRANT to VINCE KIRKIN of Lake County, Indiana, hereinafter referred to as "Mortgagee" the following described real estate in Lake County, Indiana to wit:

Lots 27, 28, and 29, New Gary Annex Addition, as shown in Plat Book 22, page 44, in Lake County, Indiana

FILED UNDER 10 13 AM '94

STATE OF INDIANA  
LAKE COUNTY  
FILED IN REC'D

TOGETHER with the buildings and improvements now or hereafter erected thereon, including all heating, air-conditioning, plumbing, gas and electric fixtures or appliances, now in or which hereafter may be placed in any building, now or hereafter upon said property; together with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee.

This Mortgage is to secure the performance of the provisions hereof and the payment of certain obligations pursuant to that certain Agreement to Sell Real Estate and Business dated March 8, 1994 by and between Mortgagor and Mortgagee, either now existing or hereinafter arising. (PURSUANT TO PARAGRAPH 17(c) OF AGREEMENT)

The Mortgagor to hereby further covenant and agree as follows:

1. To keep the improvements now existing or hereafter erected on said mortgaged premises constantly insured against loss or damage by fire, windstorm, and such other causes as the Mortgagee may require, in companies acceptable to the Mortgagee, in a sum equal at all times to the total indebtedness secured hereby, and to deliver to the mortgagee the policies of insurance and all renewals thereof, in such form as the Mortgagee may require, with a mortgage clause satisfactory to it, and to pay all taxes, special assessments, costs of repairs, and any and all expenses incident to the ownership of the mortgaged property when due, and to exhibit upon demand, at the office of the Mortgagee, all receipts for said taxes and assessments. The Mortgagee may in case of failure of the Mortgagors so to do, pay any tax or assessment, procure insurance, discharge any claim, lien or incumbrance, make any repairs necessary to preserve the security intended to be given by this mortgage, and may obtain such abstracts of title (or policies of title insurance) covering said real estate as in the judgment of the Mortgagee may be required. All sums so paid shall become immediately due to the Mortgagee, shall be added to and become a part of the indebtedness secured hereby, and shall bear interest at the rate of eighteen (18%) percent per annum until paid.

2. To exercise due diligence in the operation, management, and occupation of said real estate and the improvements thereon, and not to commit waste or allow the same to be committed on said premises, and to keep said real estate and the improvements thereon in their present condition and repair, normal and ordinary depreciation alone excepted, and not to commit or permit to be

1000 CT

committed on said premises any illegal or immoral acts.

3. Upon default in the payment of the obligation secured hereby, or in the performance of any of the covenants and agreements herein contained, or upon the institution of any legal proceeding to enforce a mortgage or other lien upon the mortgaged property, or if a petition in bankruptcy shall be filed by or against the Mortgagors or if the Mortgagors shall in any way be adjudged insolvent or shall make an assignment for the benefit of creditors, or if there exist any lien or incumbrance on the mortgaged real estate superior to the lien of this mortgage, or if said mortgaged property shall be levied upon by virtue of any execution, attachment or other writ or shall come into the possession of or be ordered sold by the officer of any court, or if the Mortgagors shall abandon the mortgaged property, then the entire indebtedness secured hereby shall, at the option of the Mortgagee become and be immediately due and payable without notice or demand, and thereupon the Mortgagee shall be entitled to the immediate possession of said mortgaged property and the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings, and shall also be entitled to collect said indebtedness, to foreclose this mortgage and to enforce any of its rights hereunder, by proper legal or equitable proceedings. It is understood and agreed that the Mortgagors shall pay all costs and attorney's fees incurred or paid by the Mortgagee in any suit in which it may be plaintiff or defendant by reason of being a part to this mortgage. In any suit or proceeding to foreclose this mortgage, or to enforce or protect the Mortgagee's rights hereunder, the Mortgagee in addition to any other remedy, and regardless of the value of the mortgaged property or the solvency or insolvency of the Mortgagors, shall be entitled to the appointment of a receiver, without notice, to take possession of and protect said property and collect the rents and income, and apply the same as provided by law. In case of a foreclosure of this mortgage, the abstracts of title, all pre-paid insurance and title policies shall be the absolute property of the Mortgagee.

4. This Mortgagee at its option may extend the time for the payment of said indebtedness, or reduce the payment thereof, or accept a renewal note or notes therefore, without the consent of any junior lien holder, and without the consent of the Mortgagors if the Mortgagors have parted with the title of said property, and any such extension, reduction or renewal shall not release the Mortgagors or any endorsee or guarantor from liability for such indebtedness, or affect the priority of this mortgage over any junior lien, or impair the security hereof in any manner whatsoever.

5. The Mortgagors agree not to suffer or permit without the written consent of the Mortgagee (a) Any use of said property for a purpose other than that for which the same is now used or (b) Any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property.

6. All rights and obligations hereunder shall extend to and be binding upon the several heirs, executors, administrators, successors and assigns of the parties hereto.

