

REAL ESTATE MORTGAGE

This Indenture Witnesseth, That Donald Jaeger and Patricia R. Jaeger,

 husband and wife

3661 W. 78th Ave., Merrillville, IN 46410-5035

 of Lake County, State of Indiana, hereinafter referred to as "Mortgagors"

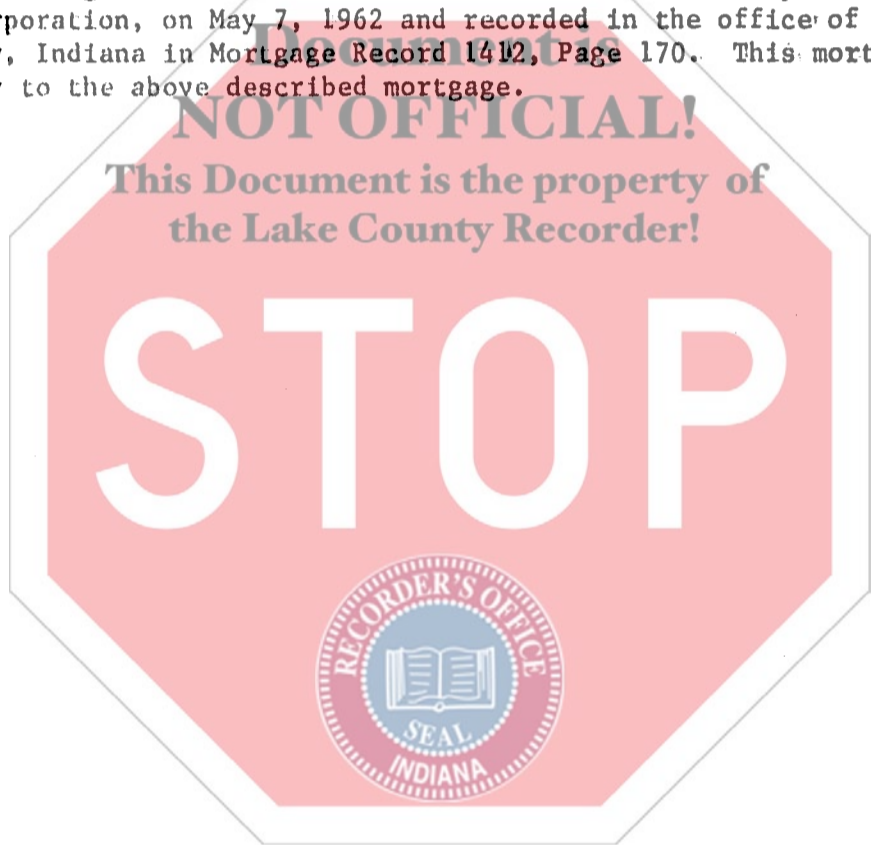
MORTGAGE AND WARRANT TO



a financial institution with principal offices located in South Bend, Indiana, its successors and assigns, hereinafter referred to as "Mortgagee," the following described real estate located in Lake County, State of Indiana, to-wit:

Lot 10 in Block 6 in Lincoln Gardens, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 33 page 100, in the Office of the Recorder of Lake County, Indiana.

It is understood that this is a second mortgage on the above described real estate. The first mortgage on said real estate is executed by Donald Jaeger and Patricia R. Jaeger, husband and wife to National Homes Acceptance Corporation, an Indiana Corporation, on May 7, 1962 and recorded in the office of the Recorder of Lake County, Indiana in Mortgage Record 1412, Page 170. This mortgage shall be junior only to the above described mortgage.



STATE OF INDIANA
 LAKE COUNTY
 CLERK OF RECORDER
 APR 26 9 20 AM '94
 S.A. RECORDER

together with all improvements, appurtenances, privileges, rights and fixtures thereto belonging and all rents, issues and profits from said property.

To secure the payment of Seventeen Thousand Nine Hundred Fifty-one and 78/100

..... Dollars, (\$ 17,951.78)

according to the terms of a promissory note, together with interest thereon, dated, executed and delivered by Mortgagors to Mortgagee contemporaneously with the execution of this mortgage and payable as follows:

Five Hundred Seventy-one and 42/100 (\$571.42) on the 22nd day of May, 1994 and

Five Hundred Seventy-one and 42/100 (\$571.42) on the 22nd day of each consecutive

month thereafter until the 22nd day of April, 1997 when all principal and interest

shall be due.

1001

The Mortgagee covenant and agree as follows:

1. To pay the indebtedness secured by this mortgage, together with interest thereon, on or before the due date without abatement from valuation and appraisal laws and with all attorney's fees of Mortgagee; that this mortgage secures the payment of the aforementioned indebtedness and all extensions and renewals thereof that Mortgagors own the real estate mortgaged by the simple and clear of all liens and encumbrances, except current real estate taxes which are not delinquent and such restrictions as Mortgagee have advised Mortgagee as to the existence of at the date of this mortgage; that Mortgagors will not permit any lien or encumbrance to exist on the aforementioned realty except this mortgage and current real estate taxes which are not delinquent; that Mortgagee will not remove, alter or permit to be removed or altered any improvements now or subsequently located on said realty without securing the written consent of Mortgagee in advance; that Mortgagee will not permit anything to be done on said real estate which is either illegal or which might impair the value of said realty; that Mortgagee shall keep all of said real estate in good repair and pay all taxes and assessments levied against said real estate prior to the due dates thereof to keep all improvements and buildings on said real estate insured for their full insurable value with such insurance companies as may be acceptable to Mortgagee against loss or damage from such hazards as may be requested by Mortgagee including, but not limited to fire, windstorm, tornado, lightning and extended coverage with loss payable clauses in favor of Mortgagee; to keep all premiums for insurance on the mortgaged premises paid prior to the due dates and keep on deposit with Mortgagee all paid premiums and all insurance policies (with all endorsements thereon); to deliver and keep on deposit with Mortgagee all abstracts of title, title insurance policies, tax receipts and other title evidence as may be requested by Mortgagee; to execute and deliver to Mortgagee such other instruments as Mortgagee may request to keep Mortgagee vested with a first mortgage lien on said real estate at all times hereafter and to at all times indemnify and forthwith, on demand, reimburse Mortgagee for any loss, damage, costs or expense, including attorney's fees arising out of or incurred in connection with any lawsuit or proceedings to which Mortgagee may be made a party with respect to this mortgage or the realty described herein and in default of such reimbursement, the amount of such loss, damage, costs or expense shall constitute additional indebtedness secured by this mortgage payable with interest at the rate set forth in the note for which this mortgage is security.

2. That if any part or all of the indebtedness secured by this mortgage becomes overdue for a period in excess of 30 days, Mortgagee promise to pay to Mortgagee a late charge of four cents (4%) for each dollar (\$100) so overdue, for any purpose or purposes, and expense incident to handling the delinquency.

3. To pay to Mortgagee, upon request, such amounts at such times as Mortgagee may request (to be held in escrow and disbursed by Mortgagee for the payment of existing taxes, future taxes, insurance premiums or other charges, lien assessment covering the realty mortgaged).

4. That in the event of loss or damage to the mortgaged premises, Mortgagors shall give immediate written notice to Mortgagee and Mortgagee is authorized to make proof of loss respecting any insurance on the mortgaged premises in its discretion and each insurance company concerned is hereby authorized and directed to make payment for such loss or damage directly to Mortgagee in addition to Mortgagors and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee in its option either to the redemption of the indebtedness hereby secured or to the restoration or repair of the property damaged in the event of foreclosure of other lien or other title to the mortgaged property in partial or complete extinguishment of the indebtedness secured hereby; all right, title and interest of the Mortgagors in any insurance policies then in force or existing claims thereunder shall pass to the purchaser or grantee.

5. That any other person, firm or corporation taking or receiving a junior mortgage or other lien on said real estate shall take such lien subject to the right hereby granted Mortgagee to extend the maturity of any part or all of the indebtedness hereby secured without notice to any other lienholder and without the lien of this mortgage losing its priority over all other liens and encumbrances that all sums secured by this mortgage shall become due and payable forthwith, at the option of Mortgagee if Mortgagors shall convey or contract to convey, the mortgaged premises or permit any legal or equitable title interest in said realty to become vested in any other person, firm or corporation; that Mortgagee shall be subrogated to any lien or claim (including all security therefor) paid by or with any part of the monies advanced or secured by this mortgage, that Mortgagee and its agents are authorized to go upon and inspect the premises hereby mortgaged at any time to ascertain if Mortgagors are complying with the terms of this mortgage.

6. That all covenants contained in this mortgage shall run with the land and be obligatory upon any successors in ownership of said real estate and their taking possession of said real estate shall constitute evidence of their agreement to be bound thereby and the acceptance of any title interest in said realty shall render any person, firm or corporation, personally liable to perform the terms of this mortgage and pay all indebtedness secured hereby.

7. That if default be made or occurs in either the performance of any terms of this mortgage or the payment when due of any part or all of said indebtedness or any other amounts required by this mortgage, Mortgagee, at its exclusive option, may declare all unpaid indebtedness secured by this mortgage immediately due and payable without notice or relief from valuation and appraisal laws and with interest thereon at the rate set forth in the note for which this mortgage is security; and if proceedings to foreclose this mortgage are instituted, all costs of foreclosure, title reports, continuation of abstracts, court costs, attorneys' fees and other expenses of such foreclosure shall be secured by this mortgage and Mortgagors shall be personally liable therefor to Mortgagee with interest as aforementioned.

8. That should proceedings to foreclose this mortgage be instituted, the Mortgagee may apply for the appointment of a receiver (and the Mortgagor hereby consents to the appointment of a receiver if there has been any default in the performance of any of the conditions of this mortgage), and such receiver is hereby authorized to take possession of the real estate above described, collect any rental accrued or to accrue, whether in money or kind, for the use or occupancy of said premises by any person, firm or corporation, or may let on lease said premises or any part thereof, receive the rents, income and profits therefrom, and hold the proceeds subject to the orders of the court, or the judge thereof for the benefit of the Mortgagee, pending the final decree in said proceedings, and during any period allowed by law for the redemption from any sale ordered in said cause, and said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due or the solvency of the Mortgagors.

9. That time is of the essence of this mortgage contract and that the waiver of any options or obligations secured hereby, shall not at any time thereafter be held to be an abandonment of such rights. The failure of Mortgagee to exercise any option at any time shall not preclude or bar Mortgagee from exercising such option at a subsequent time. This agreement shall be binding on Mortgagors and their heirs, personal representatives, successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Mortgagors have subscribed the name of Mortgagors this 12th

day of April, 1994
Donald Jaeger

Patricia R. Jaeger

STATE OF INDIANA }
Marshall COUNTY } ss:

Before me, the undersigned, a Notary Public in and for said county and state, this 12th
day of April, 1994, personally appeared Donald Jaeger and Patricia R.
Jaeger, husband and wife

and acknowledged the execution of the above and foregoing mortgage.

Witness my hand and notarial seal the day, month and year last above written.

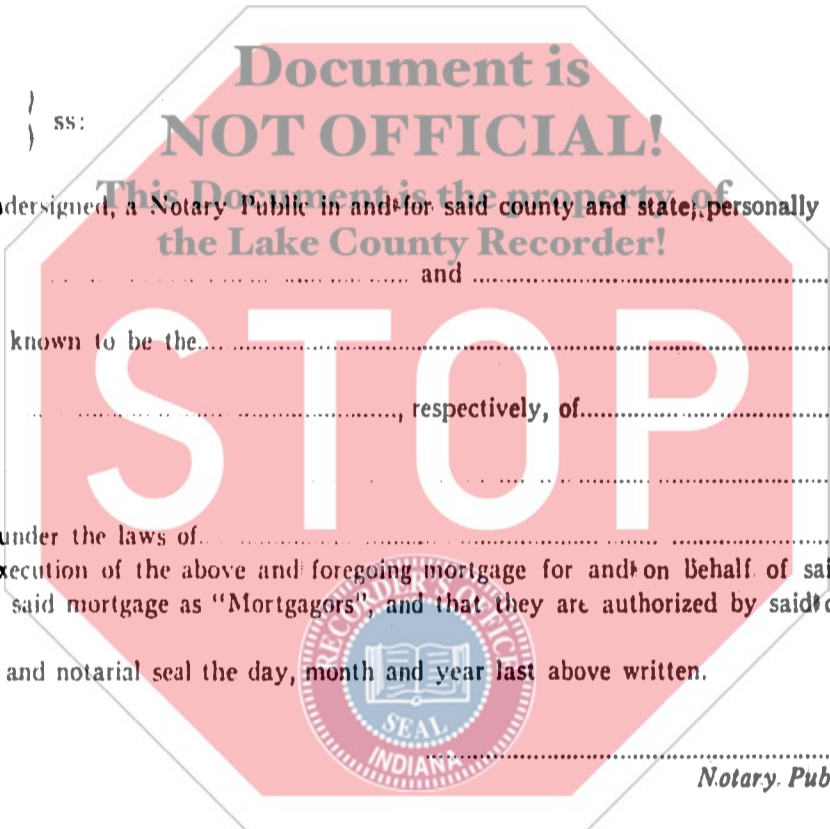
Janice L. O'Dell
Notary Public

My commission expires:

JANICE L. O'DELL, Notary Public
A Resident of Marshall County, IN
My Commission Expires February 24, 1997

A Resident of _____ County, Indiana

STATE OF INDIANA }
_____ COUNTY } ss:



Before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____
and _____

known to me and to me known to be the _____
and _____, respectively, of _____

a corporation organized under the laws of _____
and acknowledged the execution of the above and foregoing mortgage for and on behalf of said corporation, which corporation is designated in said mortgage as "Mortgagors", and that they are authorized by said corporation so to do.

Witness my hand and notarial seal the day, month and year last above written.

Notary Public

My commission expires:

A Resident of _____ County, Indiana

This instrument was prepared by Harold Hamilton, Consumer Lending Officer