

This Mortgage is made on November 17, 1994, between the Mortgagor, Paul E. Hutton and Bonnie K. Hutton whose address is 403 Mockingbird Lane, Lowell, IN 46356 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. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights.

(B) Security. As security for a loan agreement dated 11/17/94 for credit in the TOTAL AMOUNT of \$ 43,500.00 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 Town of Lowell, Lake County, Indiana, described as

See Addendum

(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. If you do not pay the taxes, assessments or liens, we can pay them, if we choose, and add what we have paid to the amount you owe us under your loan agreement with interest to be paid as provided in the loan agreement.
(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, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage.
(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. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of your loan. You must deliver a copy of the policy to us if we request it. If you do not obtain insurance, or pay the premiums, we may do so and add what we have paid to the amount you owe us under your loan agreement with interest to be paid as provided in the loan agreement. At our option, the insurance proceeds may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property.
(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. If we accelerate your outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to reasonable attorney's fees and then to the amount you owe us under your loan agreement.

(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. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect. We may, at our option, extend the time of payment of any part or all of the indebtedness secured by this mortgage, reduce the payments or accept a renewal note, without the consent of any junior lienholder. No such extension, reduction or renewal shall impair the lien or priority of this Mortgage, nor release, discharge or affect your personal liability to us.

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: \_\_\_\_\_

STATE OF INDIANA )
COUNTY OF Lake )

The foregoing instrument was acknowledged before me on this 17th day of November by Paul E. Hutton and Bonnie K. Hutton

Drafted by: C. P. Conner Vice President

X Paul E. Hutton Mortgagee Paul E. Hutton

X Bonnie K. Hutton Mortgagee Bonnie K. Hutton

X Notary Public, Lake County, Indiana My Commission Expires: 10-20-98

When recorded, return to: NBD Bank One Indiana Square MS1300 Indianapolis, IN 46266

Chicago Title Insurance Company

94081545

STATE OF INDIANA LAKE COUNTY INDIANA FILED FOR RECORD 94 DEC 2 11:10:37 SAMUEL ORLICH RECORDER



ADDENDUM TO REAL ESTATE MORTGAGE

LEGAL DESCRIPTION:

Part of Outlot "C" in Eastdale, in the Town of Lowell as per plat thereof, recorded in Plat Book 33 page 54, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at the Northeast corner of Lot 14 in Eastdale; thence North 22 degrees 28 minutes East 262 feet; thence 39 degrees 43 minutes 30 seconds East 365.02 feet, to point of beginning of the tract herein described; thence North 89 degrees 43 minutes 30 seconds West 126.50 feet; thence South 28 degrees 16 minutes 28 seconds West 156.15 feet; thence Easterly along a curve concave to the South with a radius of 50 feet 19.91 feet to the Westernmost corner of a tract of land conveyed to Michael Mulvihill and Evelyn Mulvihill, husband and wife by a Warranty Deed dated November 28, 1966 and recorded December 1, 1966 as Deed Record 1336 page 59; thence north 51 degrees 05 minutes 13 seconds East, along the Northwesterly line of said Mulvihill tract, 238.07 feet to the point of beginning.

Dated: 11/17/94

Paul E. Hutton  
Mortgagor, Paul E. Hutton

Bonnie K. Hutton  
Mortgagor, Bonnie K. Hutton

