

Proper Book

(Space Above This Line for Recording Date)

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91 DEC 22 AM 9:09
MORTGAGE

SAMUEL ORLICH
RECORDER

19 94
("Borrower").

THIS MORTGAGE ("Security Instrument") is given on
The Mortgagor is **PEOPLES BANK SB AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1994 AND**
KNOWN AS "TRUST #10126"

This Security Instrument is given to **PEOPLES BANK SB**, which is organized and existing under the laws of
THE STATE OF INDIANA, and whose address is **9204 COLUMBIA AVENUE**
MUNSTER, IN 46321

Borrower owes Lender the principal sum of ****ONE HUNDRED SIXTY THOUSAND EIGHT HUNDRED DOLLARS AND**** ("Lender").
****ZERO CENTS**** Dollars
(U.S. \$160,800.00)

This debt is evidenced by Borrower's Note, dated the same date as this Security Instrument
("Note"). If not paid earlier, due and payable on **December 16, 1995**. This Security Instrument secures to Lender: (a) the
repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest,
advanced to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument
and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

LAKE County, Indiana:

**LOT 17 IN UNIT 4 OF BARRINGTON RIDGE, A PLANNED UNIT DEVELOPMENT IN THE
CITY OF HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 75 PAGE 64, IN
THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

which has the address of **1714 & 1716 LINCOLN STREET**, Indiana **46342-** ("Property Address")
HOBART

Together with all buildings and improvements now or hereafter upon said premises or any part thereof, and all heretofore or hereafter vacated alleys and
street abutting said premises, and together with all fixtures and equipment now or hereafter installed for use in the operation of the building or buildings now
or hereafter on said premises, including but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinkling, communicating and
electrical systems, and the machinery, fixtures and equipment pertaining thereto, all of which fixtures, equipment, shall be deemed to be part of the real estate.

Together with all of the rents, profits and leases thereof and the tenements, hereditaments, easements and appurtenances. (Any reference herein to the
mortgage "premises" shall be deemed to apply to the above described lands and said buildings, fixtures and equipment, and the rents profits and leases
thereof, and said tenements, hereditaments, easements and appurtenances, unless the context shall require otherwise.)

Mortgagor does hereby covenant as follows:

(1) Mortgagor shall pay the principal and interest of said indebtedness according to the terms of said Note and shall pay all other amounts provided
herein.

(2) At the time of execution and delivery of this instrument, Mortgagor is well and truly seized of the premises in fee simple, free of all liens and
encumbrances whatsoever and will forever warrant and defend the same against any and all claims whatever, and the lien created hereby is and will be kept a
first lien upon said premises and every part thereof. Mortgagor shall pay when due all water charges and all other amounts which might become a lien upon
the premises prior to this Mortgage.

(3) Mortgagor shall pay when due all taxes and assessments that may be levied upon said premises, and shall promptly deliver to Mortgagee receipts
showing payment thereof. Mortgagor shall pay when due all taxes and assessments that may be levied upon or on account of this Mortgage or the indebtedness
secured hereby or upon the interest or estate in said premises created or represented by this Mortgage, whether levied against Mortgagor or otherwise.

(4) Mortgagor will abstain from and will not suffer the commission of waste on said premises and will keep the buildings, improvements, fixtures,
equipment and appliances now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Mortgagor
shall promptly notify Mortgagee in writing of the occurrence of any loss or damage to the premises. Mortgagor shall not materially alter the building,
improvements, fixtures, equipment or appliances now or hereafter upon said premises, or remove the same therefrom, or permit any tenant or other person to
do so, without the written consent of Mortgagee. Mortgagor will not permit any portion of the premises to be used for any unlawful purpose. Mortgagor will
comply promptly with all laws, ordinances, regulations and orders of all public authorities having jurisdiction thereof relating to the premises or the use,
occupancy and maintenance thereof. Mortgagee shall have the right at any time, and from time to time, to enter the premises for the purpose of inspecting the
same.

(5) Mortgagor will keep all buildings, improvements, fixtures, equipment and appliances now or hereafter upon said premises and the rents thereof,
insured against loss and damage by fire and the perils covered by extended coverage insurance, and against such other risks (including public liability
insurance), and in such amounts, as may from time to time be required by Mortgagee, and with such insurer or insurers as may from time to time be approved
by Mortgagee, with the proceeds thereof payable to Mortgagee under a standard mortgage clause. The policies of all such insurance and all renewals thereof,
together with receipts evidencing payment in full of the premiums thereon, shall be delivered promptly to Mortgagee. In the event of loss or damage, the
proceeds of said insurance shall be paid to Mortgagee alone. Mortgagee is authorized to adjust and compromise such loss without the consent of Mortgagor, to
collect, receive and receipt for such proceeds in the name of Mortgagee and Mortgagor, and to endorse Mortgagor's name upon any check in payment thereof.
The Power granted hereby shall be deemed to be coupled with an interest and shall be irrevocable. Such proceeds shall be applied toward reimbursement of
all costs and expenses of Mortgagee in collecting said proceeds, and toward the payment of all amounts payable by Mortgagor to Mortgagee hereunder, and
toward the payment of the indebtedness secured hereby or any portion thereof, whether or not then due or payable, or Mortgagee, at its option, may apply said
insurance proceeds or any part thereof to the repair or rebuilding of said premises. All of said policies of insurance shall be held by Mortgagee as additional
security hereunder and, in the event of sale of the premises on foreclosure, the ownership of all policies of insurance and the right to receive the proceeds of
any insurance payable by reason of any loss theretofore or thereafter occurring, shall pass to the purchaser at said sale and Mortgagor hereby appoints
Mortgagee its attorney-in-fact, in Mortgagor's name, to assign and transfer all such policies and proceeds to such purchaser.

(6) In the event that any person, firm, or corporation owning or owning an interest in, the premises, is adjudicated a bankrupt, or insolvent, or shall
make an assignment of the benefit of creditors, or shall take, or receive, the benefit of any act for reorganization, or if a receiver should be appointed for such
owner, Mortgagee may, at its option, declare the principal of the note hereby secured and then outstanding to be due and payable immediately; and upon such
declaration, the said principal, so declared to be due and payable, together with the interest accrued thereon, and together with any other sums secured hereby
shall become and be due and payable immediately, anything in this Mortgage or in said Note to the contrary notwithstanding.

(7) If default be made in the payment of any of the aforesaid taxes or assessments or in making repairs or replacement or in procuring and maintaining
insurance and paying the premiums therefor, or in keeping or performing any other covenant of Mortgagor herein, Mortgagee may, at its option and without
any obligation on its part so to do, pay said taxes and assessments, make such repairs and replacements, effect such insurance, pay such premiums, and
perform any other covenant of Mortgagor herein. All amounts expended by Mortgagee hereunder shall be secured hereby and shall be due and payable by
Mortgagor to Mortgagee forthwith on demand, with interest thereon at the rate at which interest accrues on amounts after the same become due under the Note

TICOR TITLE INSURANCE
Crown Point, Indiana

190157

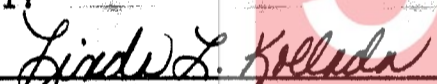
Attachment to mortgage to Peoples Bank SB
 for \$ 160,800.00 to Land Trust # 10126. This mortgage is
 executed by Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank,
 not personally but as Trustee as aforesaid, in the exercise of the power
 and authority conferred upon and vested in it as such Trustee, and it is
 expressly understood and agreed by the mortgage herein and by every person
 now or hereafter claiming any right or security hereunder that nothing
 contained herein or in the note secured by this mortgage shall be
 construed as creating any liability on Peoples Bank SB or on any of the
 beneficiaries under said trust agreement personally to pay said note or
 any interest that may accrue thereon, or any indebtedness accruing
 hereunder or to perform any covenants either express or implied herein
 contained, all such liability, if any, being expressly waived, and that
 any recovery on this mortgage and the note secured hereby shall be solely
 against and out of the property hereby conveyed by enforcement of the
 provisions hereof and of said note, but his waiver shall in no way affect
 the personal liability of any co-signer, endorser or guarantor of said
 note. Nothing contained herein will be construed as creating any
 liability on said Trustee, personally under the provisions of the
 Comprehensive Environmental Response, Compensation and Liability Act,
 (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as
 amended from time to time or any other federal, state or local law, rule
 or regulation. Said Trustee, personally, is not a "Transferor" or
 "Transferee" under RPTL and makes no representations concerning any
 possible environmental defects. In making any warranty herein the Trustee
 is relying solely on information furnished to it by the beneficiaries and
 not of its own knowledge and specifically exculpates itself from any
 liabilities, responsibilities or damages as a result of including any
 warranty in this instrument.

Document is
 NOT OFFICIAL
 This Document is the property of
 the Lake County Recorder's Office

PEOPLES BANK SB not personally,
 but as Trustee under provisions
 of a Trust Agreement dated
 dated June 1, 19 94
 and known as Trust No. 10126.

By: 
Stephan A. Ziemba
 Trust Officer



ATTEST:
 BY: 
Linda L. Kollada
 Assistant Secretary

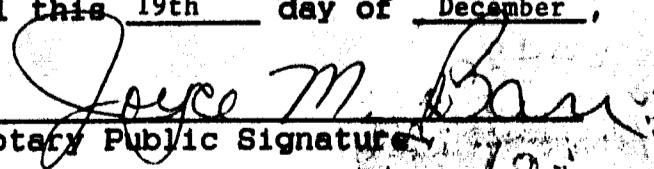
State of Indiana)
) SS:
 County of Lake)



I, Joyce M. Barr, a Notary Public in and for said County in the State
 aforesaid, DO HEREBY CERTIFY, that Stephan A. Ziemba and
Linda L. Kollada, of PEOPLES BANK SB, an Indiana Corporation, personally
 known to me to be the same persons whose names are subscribed to the
 foregoing instrument as such Trust Officer and Assistant Secretary,
 respectively, appeared before me this day in person and acknowledged that
 they signed and delivered the said instrument as their own free and
 voluntary acts, and as the free and voluntary act of the said Indiana
 Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of December,
 19 94.

My Commission Expires:
March 11, 1998
 Resident of Lake County


 Notary Public Signature
Joyce M. Barr

