

This Mortgage is made on January 12, 1995, between the Mortgagor, John W. Tarry & Sharon L. Tarry, Husband and Wife whose address is 5392 Georgia Street, Merrillville, IN 46410 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.

Security. As security for a loan agreement dated January 12, 1995 for a line of credit in the TOTAL AMOUNT of \$ 20,000.00 including all future advances, draws, protective advances, extensions, amendments, renewals, modifications, refinancings and/or replacements of that loan agreement...

Lot 50 in Block "G" in Meadowland Manor Unit No. 2, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 31 page 97, in the Office of the Recorder of Lake County, Indiana.

(C) Future Advances. THIS IS A FUTURE ADVANCE MORTGAGE. The maximum principal amount of all advances secured by this Mortgage is \$ 20,000.00, excluding "protective advances."

(D) 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.

dous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.

(F) 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.

(G) 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.

(H) 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.

(I) 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.

(E) 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 John W. Tarry Mortgagor
X Sharon L. Tarry Mortgagor

STATE OF INDIANA)
COUNTY OF Porter)

The foregoing instrument was acknowledged before me on this 12th day of January by John W. and Sharon L. Tarry

Drafted by: C.P. Connors,

X Patricia A. Jones Notary Public, Patricia A. Jones Porter County, Indiana My Commission Expires: December 1, 1995 When recorded, return to: NBD Bank, NA 1 Indiana Square M1300 Indianapolis, IN 46266

AMASA G. COLBY CHIEF DEP. RECORDER
95 JAN 17 AM 10:32
FILED FOR RECORD
STATE OF INDIANA
LAKE COUNTY