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NBD Bank, N.A. Future Advance Mortgage (Line of Credit) - Indiana

NBD Bank One Indiana Sq. M1300

This Mortgage is made on January 20, 1995, between the Mortgagor, Christopher J. Heaney and Janice L. Heaney whose address is 1325 Inverness Lane, Schererville, IN, 46375 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.

(B) Security. As security for a loan agreement dated 01-20-95 for a line of credit in the TOTAL AMOUNT of \$ 80,000.00 including all future advances, draws, protective advances, extensions, amendments, renewals, modifications, refinancings and/or replacements of that loan agreement up to the above stated total amount...

Lot 30 in Block Two in Briar Ridge Country Club Add., Unit Two, a Planned Unit Development in the Town of Schererville, as per plat thereof, recorded in Plat Book 61 page 26, in the Office of the Recorder of Lake County, Indiana.

Commitment No. CSM 191063

(C) Future Advances. THIS IS A FUTURE ADVANCE MORTGAGE. The maximum principal amount of all advances secured by this Mortgage is \$ 80,000.00, 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 lease and rents 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.

- (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.
(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.

(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 Christopher J. Heaney Mortgagor Christopher J. Heaney
X Janice L. Heaney Mortgagor Janice L. Heaney

STATE OF INDIANA )
COUNTY OF Lake )
The foregoing instrument was acknowledged before me on this 20th day of January by Christopher J. Heaney and Janice L. Heaney

X Mikell A. Sulski Notary Public, LAKE A SULSKI, County, Indiana My Commission Expires: 2/21/98 Notary Public, Lake County, Indiana When recorded, return to: NBD Bank 1 Indianapolis Square M1300 Indianapolis, IN, 46266

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TICOR TITLE INSURANCE Crown Point, Indiana

