| NBD Bank, N.A. Future Advance Mortgage (Line of Co | |
|--|--|
| This Mortgage is made on | , 19 95 , between the Mortgagor, |
| whose address is 1325 Inverness Lane, Schererville, IN. | |
| a national banking association, whose address is 8585 Broadway, Merr | |
| (A) Definitions. (I) The words "Borrower", "you" or "yours" mean each Mortgagor, whether single | or joint, who since below the second of the |
| (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 bonnection 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 01-20-95 for a line of credit in the TOTAL AMOUNT of \$ 80,000.00, including all future advances, draws, protective advances, extensions, amendment, renewals, modifications, refinancings and/or replacements of that loan agreement up to the above stated total amount, whether made as an obligation, made at the option of the lender, made after a reduction in the balance or otherwise to the same extent | |
| so in the little advances were made on the date of the mortgage, you mortgage and warrant to us, subject to liens of record, the Property located in the 10wn of Schererville County, Indiana, described as: 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 | |
| in the Town of Schererville, as per plat therecoffice of the Recorder of Lake County, Indiana. | of, recorded in Plat Book 61 page 26, in the |
| 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: | dous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws. |
| (I) Pay all amounts when due under your loan agreement, including interest, and to perform all duties of the loan agreement and/or this Mortgage. | (F) Default, If you do not keep the promises you made in this Mortgage or you fail |
| (2) Pay all taxes, assessments and liens that are assessed against the Property 111 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. | 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, |
| can pay them, if we choose, and add what we have paid to the interest to be paid as provided in the loan agreement. | and/or Reducing the Credit Limit paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment in |
| Not execute any mortgage, security agreement is grident of trues and regular t is | tull, you give us the power and authority to sell the property according to pro- |
| to our agreement graning a new against your nucles in the infection without | costs and expenses of the sale, including the costs of any environmental investigation for the costs and expenses of the sale, including the costs of any environmental investigation for the costs and expenses of the sale, including the costs of any environmental investigation to the costs and expenses of the sale, including the costs of any environmental investigation to the costs of any environmental investiga |
| | amount you owe us under your loan agreement. (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 |
| | in the Property without our prior written consent, the entire balance of what you owe us under your loan agreement is due immediately. |
| 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 | (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 |
| we have paid to the amount you owe us under your loan agreement with | 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. |
| 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 | (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 |
| 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 burged good insurance if it is located in a specially | 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 |
| designated flood hazard zone. (E) Environmental Condition. You shall not cause or permit the presence use. | deem necessary and to perform any environmental remediation required under covariance tall law. Any investigation or remediation will be conducted solely for |
| 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. | be legal or unenforceable, the other terms will still be in effect. We may, at our |
| that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or equilatory, authority that any reproved or other regulatory authority that any reproved or other regulatory of any hazardous. | 1 0 1 2 2 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 |
| mental or regulatory authority that any removal or other remediation of any hazar- By Signing Below, You Agree to All the Terms of This Mortgage. | personal liability to as. |
| Witnesses: X | x Mustophy Leaners |
| Print Name: | Mortgagor Christopher J. Heaney W |
| | |
| X | X (bruce A Searrey Mortgagor Janice L. Heaney |
| Print Name: | |
| ·X | |
| Print Name: | |
| X | COUNTY TO SET OF THE PROPERTY |
| Print Name: | 77 PE CO |
| STATE OF INDIANA) COUNTY OF Lake) | ر ایر را ایال می استان ایران ایرا |
| The foregoing instrument was acknowledged before me on this 20th | day of January Em. 35, 19.95, |
| byChristopher J. Heaney and Janice L. Heaney | |
| Drafted by: C.P. Connors, Vice President | Notary Public,LINES A SULSK County, Indiana |
| VIOC FICOLUCIIL | My Commission Expires: 2 21 1980TARY PUBLIC, Lake County, Indiana My Commission Expires February 21, 199 |
| | NBD Bank |
| AND ARID ARID | 1 Indianapolis Square M1300 Indianapolis, IN. 46266 |
| NBD 98IB 4/93 BANK (| |