WARGARETTE N. CLEVELAND LAKE COUNTY RECORDER

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

CONV.—ILL. OR IND.

95005672 MORTGAGE

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AS DETERMINED by the Mortgagee from time to time, and in order to provide for the payment of taxes, assessments and insurance premiums required to be paid hereunder by Mortgagors, Mortgagors shall deposit with the holders of the Note, or such other person, firm or corporation as the holders of the Note may designate, on each monthly payment date an amount equal to 1/12th of the annual premium on all such justifications as determined by the annual of the last available bills. The monies thus deposited in such tax and insurance reserves are to be held without interest and are to be applied to the payment of such taxes and assessments as the same become due or for renewing insurance policies when the same expire or for payment of premiums thereon, and in the event any deficit shall exist in the amount of such deposits. Mortgagors agree to deposit any amount necessary to make up the deficiency. Nothing in this paragraph contained, however, shall relieve Mortgagors from the performance of any other covenants and agreements relative to the payment of taxes, assessments and insurance premiums. In case of default in payment of any monthly installment or in the performance of any of the covenants and agreements of Mortgagors herein contained, the holders of the Note may apply any and all sums then on deposit on account of the indebtedness secured hereby.

IT IS FURTHER UNDERSTOOD AND AGREED THAT: Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; and (6) without prior written consent of the holder or holders of the Note being first had and obtained, not make, permit, cause, or contract or agree to, the sale, assignment, transfer or lesse of said premises, or any portion thereof or interest therein, and not make any material alteration in said premises except as required by law or municipal ordinance.

The Holders of the Note may elect to accelerate as provided in the Note for breach of this covenant, and no delay in such election after actual or constructive notice of such breach shall be construed as a waiver of or acquiescence in any such conveyance or encumbrance.

UPON THE FILING OF ANY BILL to foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage shall expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and costs herein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable attorneys or solicitors fees, to be included in

the decree, and all monies advanced for taxes, assessments and other liens; then there shall be paid the principal of said note whether due and payable by the terms thereof or not, and the interest thereon.

DATED, this	23rd	day of	January	, A.D. 19 <u>9</u> !	5.
					al Bank of Indiana, (SEAL)
			Docun	1eTrusteSunder Tr.	Agree 4/10/90 (SEAL)
STATE of	W.	announces to the temperature of temperature of temperature of temperature of temperature of temperature of t	OTOF	THE SIGNATURE SHEEK	(CFAI)
COUNTY of		This 1	Document is	the property of	CERENCE HEREIN (SEAL)
				nty Recorder!	(A)
I y				, a Notary Public in and fo	or said County, in the State afore-
said, DO HERE	BY CERT	IFY, that			
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personally know	vn to me to	be the same	personwhose n	ame	subscribed to the
foregoing instru	ment, appe	ared before me	e this day in person	, and acknowledged thatl	signed, sealed and delivered
			~ ~ ~	act, for the uses and purpos	es therein set forth, including the
release and wai	* 1	1. 1			
GIVEN ur	nder my ha	nd and notaria	l seal, this	day of	• • • • • • • • • • • • • • • • • • •
A.D. 19			Stan MO	ANA	A STATE OF THE STA
					Notary Public
	per 1				

Real Estate Mortgage

TO
THE FIRST NATIONAL BANK
OF ILLINOIS
LANSING, ILLINOIS

THIS Mortgage - \$135.00.00 - 1419 Joliet Street, Dver, Indiana 1-21-95 is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 10th day of April, 1990, creating Trust #5257; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary not withstanding that each and all of the covenants, undertakings, representations, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, COMPENSATION and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State, or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally is not a "Transferor or Transferee" under the Act 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 has been furnished the undersigned by the beneficiary beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the rendersigned in its individual capacity for the truth or accuracy of the facts herein stated.

The Lake County Recorder:

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Vice President and Trust Officer and its corporate seal hereunto affixed and attested by its Trust Account Representative the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE AFORESALD AND NOT PERSONALLY,

Forbes, Vice President and David L.

Trust Officer

ATTEST:

Yugo, Christopher W. Representative

ust Account

STATE OF INDIANA

SSt

COUNTY OF LAKE

I, Debra L. Hart, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that David L. Forbes and Christopher W. Yugo of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer and Trust Account Representative 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 said National Banking Association, as Trustee, for the uses and purposes therein set forth; and the Christopher W. Yugo did also then and there acknowledge that he, as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association, to said instrument as his own free and voluntary act. and as Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of January, 1995.

Delva & Hart

Debra L. Hart

Notary Public

My Commission Expires: April 24, 1998 Resident of Lake County