

193050-June-14-0

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

AMOUNT \$ 98,175.00 **95032209**

95 JUN - 8 AM 9:10
NUMBER 5433156
~~54332943~~

INDIANA FEDERAL BANK FOR SAVINGS

MORTGAGE

THIS INDENTURE WITNESSETH:

3
THAT

CMS DEVELOPERS INC

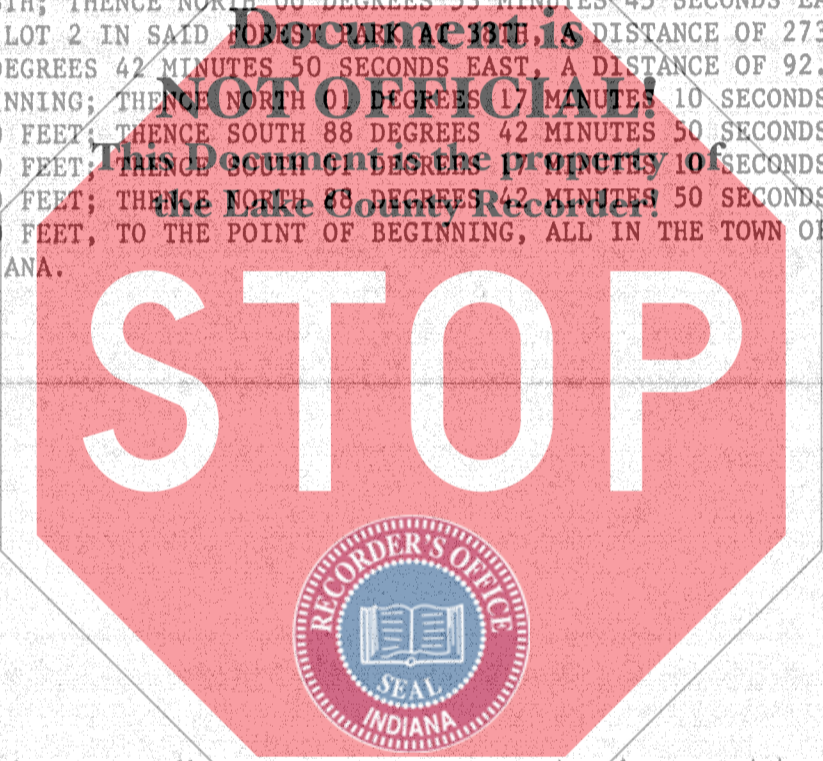
of COOK County, in the State of ILLINOIS, hereinafter called the "Mortgagors," Mortgage and Warrant to the

INDIANA FEDERAL BANK FOR SAVINGS

of Porter County, Indiana, a United States of America corporation, hereinafter called the "Mortgagee," the following described real estate in LAKE County, in the State of Indiana, to-wit:

PARCEL "C" (3905 PRICE CIRCLE)

PART OF LOT 2 IN FOREST PARK AT 38TH, A PLANNED UNIT DEVELOPMENT IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA, AS RECORDED IN PLAT BOOK 77 PAGE 55 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 IN SAID FOREST PARK AT 38TH; THENCE NORTH 00 DEGREES 53 MINUTES 45 SECONDS EAST, ALONG THE WEST LINE OF LOT 2 IN SAID FOREST PARK AT 38TH, A DISTANCE OF 273.05 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 50 SECONDS EAST, A DISTANCE OF 92.56 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 17 MINUTES 10 SECONDS EAST, A DISTANCE OF 45.00 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 50 SECONDS EAST, A DISTANCE OF 36.60 FEET; THENCE SOUTH 01 DEGREES 17 MINUTES 10 SECONDS WEST, A DISTANCE OF 45.00 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 50 SECONDS WEST, A DISTANCE OF 36.60 FEET, TO THE POINT OF BEGINNING, ALL IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA.



together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

To have and to hold the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagors do hereby release and waive.

The said Mortgagors have borrowed of said Mortgagee the sum of NINETY EIGHT THOUSAND ONE HUNDRED

SEVENTY FIVE AND 00/100-----(\$98,175.00)----- Dollars,

as evidenced by a promissory note of even date herewith, executed by the Mortgagors an payable to the order of the Mortgagee at its office in the City of Valparaiso, Indiana, on or before thirty (30) years after date, with interest thereon as provided in said note; and this mortgage is given to secure the performance of all the conditions and stipulations of this agreement, and for the purpose of securing the payment of the aforesaid indebtedness when the same becomes due, and in accordance with the terms therein and herein stipulated.

As the express conditions under which this transaction is made and this mortgage accepted, each of said conditions being of the essence hereof, the Mortgagors do hereby further covenant and agree as follows:

- 1. To pay the indebtedness as provided in said note and this mortgage.

Handwritten signature/initials

2. To keep the buildings located on said real estate insured against loss from any and all hazards deemed necessary by the Mortgagee, for the benefit of the Mortgagee, and in such companies and amounts as shall be acceptable to the Mortgagee; each of said policies of insurance to have attached thereto a mortgage clause, as prescribed by said Mortgagee, making such insurance payable to said Mortgagee "as its interest may appear," and to continue to insure such property in such manner during the existence of said obligation; and pay all premiums, taxes, special improvement assessments and other charges on said real estate before the same shall become delinquent, and any other expense caused by reason of this loan, and upon default of such payments the Mortgagee may pay the same and charge the amount thereof to the Mortgagors by adding the same to the unpaid principal of the debt secured hereby, and in the case of the foreclosure of the mortgage the Mortgagee may have the Abstract of Title brought down to date or provide itself with a Preliminary Title Insurance Certificate down to date covering the mortgaged premises and the cost thereof may be added to the cost of the foreclosure proceedings, and all such costs and charges so paid or advanced by the Mortgagee shall be a lien against such mortgaged property, and any such Abstract of Title or Title Guarantee Policy furnished in connection with the terms of this mortgage and all hazard insurance policies of said property shall become the absolute property of the said Mortgagee.

3. The Mortgagors further covenant and agree that the Mortgagee may, at any time and without the giving of any notice thereof to said Mortgagors, require said Mortgagors to pay to the Mortgagee, together with and in addition to the monthly installments of principal and interest as provided in the promissory note for which this mortgage is given to secure, on the 1st day of each month until the indebtedness evidenced hereunder is paid in full, a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the above described real estate, plus taxes and special assessments next due on said real estate (all as estimated by the Mortgagee), less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and special assessments will become delinquent, such sums to be held by the Mortgagee in trust to pay said premiums, taxes and special assessments.

4. That if the total of the payments made by the Mortgagors under the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee for premiums, taxes and special assessments, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments for such item to be made by the Mortgagors. If, however, the monthly payment made by the Mortgagors under the preceding paragraph shall not be sufficient to pay such premiums, taxes and special assessments, as the case may be, when the same shall become due and payable, then the Mortgagors shall pay to Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such premiums, taxes or special assessments shall be due.

5. That should any default be made in the payment of principal or interest, or in the performance of any other covenant of this mortgage, securing the debt or any part thereof, when the same is payable, or the time of performance has arrived as above provided, then all the remainder of the aforesaid principal sum, with all arrearages of interest, taxes, special improvement assessments, governmental levies, insurance premiums, and sums paid pursuant to the provisions hereof shall at the option of the Mortgagee, its successors, and assigns, become immediately payable thereafter, without notice or demand, and should any arrearages as heretofore stated continue for a period of three months or more, this mortgage may be foreclosed, and upon foreclosure the court may appoint a receiver.

6. This mortgage also secures the payment of any additional loans and all notes evidencing the same made by the Mortgagee, at its option, to the Mortgagors, or to their successors in title to said mortgaged premises, in an amount not in excess of the sum of \$ -0- , provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the mortgage.

7. The Mortgagors further agree to keep said premises in good condition and repair, without waste and free from any mechanics' or other lien or claim of lien not expressly subordinated to the lien hereof; that they will not make, suffer or permit any unlawful use of or any nuisance to exist on said property not to diminish nor impair its value by any act or omission to act; that they will comply with all requirements of law with respect to mortgaged premises and the use thereof. Mortgagors further agree that should they abandon such property or upon foreclosure proceedings being instituted by any other lien holder, then in either of such events the entire indebtedness hereby secured, at the option of the Mortgagee, and without any notice of declaring of said option, shall at once become due and payable, and this mortgage at the option of the Mortgagee may be foreclosed; and the Mortgagee herein may take immediate possession and control of said premises.

8. That in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, its successors and assigns may, without notice to the Mortgagors, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagors, without in any way violating or discharging the Mortgagors' liability hereunder, or upon the debt hereby secured. the Mortgagee at its option may extend the time for the payment of said indebtedness, or reduce the payments thereon, and any such extension or reduction shall not release the Mortgagors or their assigns, or affect the original liability of the Mortgagors herein either in whole or in part.

9. It is further agreed that if the Mortgagors herein desire to sell or dispose of the property herein described, they will, together with the purchaser, at the office of the Mortgagee, have this contract transferred, and the said purchaser shall assume the payments thereon as heretofore set out. Otherwise, the indebtedness secured by this Mortgagee shall become immediately due and payable.

10. If the proceeds of the loan made by the Mortgagee to the Mortgagor, the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon said premises, or any part thereof, then the Mortgagee shall be subrogated to any additional security held by the holder of such lien or such lien or encumbrance.

11. Any person, firm or corporation taking a junior mortgage, or other lien, upon said real estate, shall take the said lien subject to the rights of the Mortgagee herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of said junior lien and without the lien of this mortgage losing its priority over any such junior lien.

12. That the Mortgagee may employ counsel for advice or other legal service in connection with any dispute as to the debt hereby secured or the lien of this Contract, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien, and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonable estimated amounts to conclude the transactions, shall be added to and be a part of the debt hereby secured.

13. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken, and all condemnation compensations so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagors or their assigns.

14. This mortgage is made subject to all regulations and by-laws of said Mortgagee (which are hereby ratified and made a part of this Contract) and all amendments that may be made thereto before the final payment of this indebtedness. Notice of the exercise of any option granted to the Mortgagee herein, or in the note secured hereby, is not required to be given. All sums payable hereunder shall be without relief from valuation and appraisal laws and with attorney's fees.

15. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any matter affect the right of Mortgagee to require or enforce performances of the same or any other of said covenants.

16. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transfer thereof whether by operation of the law or otherwise.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals this 31st day of May, 19 95.

(SEAL) CMS DEVELOPERS INC (SEAL)
(SEAL) CLYDE D. SANA, PRESIDENT (SEAL)
(SEAL) _____ (SEAL)
(SEAL) _____ (SEAL)

STATE OF INDIANA
COUNTY OF LAKE

Before the undersigned, a Notary Public in and for said County and State, personally appeared the above named CLYDE D. SANA AS PRESIDENT FOR CMS DEVELOPERS INC

and acknowledged the execution of the annexed mortgage.

Witness my signature and notarial seal this 31st day of May, 19 95.

(SEAL)

Thomas G. Schiller Notary Public
County of Residence: Lake

My notarial commission expires June 7, 19 96.

STATE OF INDIANA
COUNTY OF _____

Before the undersigned, a Notary Public in and for said County and State, personally appeared the above named _____

and acknowledged the execution of the annexed mortgage.

Witness my signature and notarial seal this _____ day of _____, 19 _____.

(SEAL)

Notary Public

My notarial commission expires _____, 19 _____.

This document was prepared by J.R. Barkley as Vice President for Indiana Federal Bank.