95032301

THIS MORTGAGE ("Mortgage") WITNESSETH that Anthony W Scheerings and Betty L Scheerings, Husband and Wife ("Mortgagor") with an address of 304 Oak Circle, Crown Point, IN 46307 mortgages and warrants to NBD Bank, N.A. ("Mortgagee") with an address of 8585 Broadway, Merrillville, IN 46410, the real estate described as Lot 148, Liberty Park Highlands, an addition to the City of Crown Point, as shown in Plat Book 25, page 8, in Lake County, Indiana (the "Property"), located in Lake County, Indiana, commonly known as 304 Oak Circle, Crown Point, IN 46307 (the "Property"), together with all present and future improvements located on or used in connection with the Property, all rights, privileges, interests, casements, hereditaments and appurtenances, all apparatus, equipment, fixtures and appliances attached to or used in connection with the Property, and all rents, issues, income and profits of the Property (the "Premises").

This Mortgage secures the following:

- (a) the Loan agreement dated April 26, 1995 evidencing indebtedness in the principal amount(s) of \$25,000.00, respectively, maturing June 15, 2000 executed and delivered by T& J Farms to the Mortgagee; and
 - (b) the guaranty of the debt of NA dated NA executed and delivered by NA to the Mortgagee;

including any extensions, renewals, modifications and replacements, without limit as to frequency or number (the "Debt").

The Debt shall also include all other present and future, direct and indirect obligations and habilities of the Mortgagor, or any one of them, with or without others, to the Mortgagon knot a maximum 6622,000 ther. This shall not apply to any obligation or debt incurred for personal, family or household purposes unless the note or guaranty expressly states that it is secured by this Mortgage.

The Bank, at its option, may extend the time of payment of any part or all of the Debt, reduce payments on or accept a replacement instrument for the Debt without the consent of Mortgagor. Any such extension, reduction or renewal shall not impair the lien or priority of this Mortgage, or release, discharge or affect the liability of Mortgagor to the Bank.

Mortgagor warrants that Mortgagor is the owner of and has good fee simple title to the Premises and covenants and agrees with the Mortgagor not to permit liens to attach to the Premises; to keep the Premises in good repair; to pay all taxes and assessments levied or assessed against the Premises as they become due; and to keep any improvements on the Premises insured against loss by fire and windstorm and such other hazards as the Bank may require from time to time in an amount equal to one hundred percent (100%) of the full insurable value of the Premises. All such policies shall be issued by companies acceptable to the Mortgagee with a lender's loss payable clause in favor of the Mortgagee as its interest may appear.

Upon failure of Mortgagor so to do, the Mortgagoe may, but without obligation to do so, make repairs to, pay any tax assessment levied against, pay or discharge any lien or encumbrance on, or procure and or maintain in effect insurance with respect to the Premises. All sums so paid shall, with interest at the highest rate provided for in the Debt secured, become immediately due and payable and be a part of the Debt.

Upon default in the payment of any obligation secured by this Mortgage, or Mortgagor's failure to perform any of the terms and conditions of this Mortgage, or Mortgagor's abandonment of the Premises or the entry of a bankruptcy order for relief for Mortgagor, then in any such event, the Debt shall, at the option of the Mortgagee, become immediately due and payable without notice, and the Mortgagee shall have the right immediately to foreclose this Mortgage. No delay or omission by Mortgagee in the exercise of any right shall be construed to be a waiver of such right or preclude its exercise if a subsequent default occurs.

It is mutually agreed and intended that all of the Premises shall so far as permitted by law, be deemed to form a part and parcel of the Property and for the purpose of this Mortgage to be real estate covered by this Mortgage. It is also agreed that if any part of the Premises is of a nature that a security interest can be perfected under the Uniform Commercial Code, this instrument shall constitute a security agreement and from the date of its recording, this Mortgage shall be effective as a financing statement to perfect such security interest.



For the purpose of constituting a financing statement, the following is set forth:

Name and address of Secured Party:

Name and Address of Debtor:

NBD Bank, N.A. 8585 Broadway Merrillville, IN 46410 T & J Farms 304 Oak Circle Crown Point, IN 46307

Attention: Julia Dugan, Credit Support

All rights and obligations under this Mortgage shall extend to and be binding upon the several heirs, personal representatives, successors and assigns of the parties to this Mortgage.

Whenever required herein by the context, the singular form of "Mortgagor" shall include the plural and all covenants, obligations and warranties herein shall be deemed to have been made jointly and severally.

IN WITNESS WHERE	OF, Mortgagor has caused	this Mortgage to be	executed as of April 26,	1995.
	Do	cument, i		
	NOT	OFFICA	hour to de	heeringo
	This Docum	ent is the pri	W.Schberinger	
	the Lake	County Reco	caer! 7. Scheringa	uruga
		Detty L s		
STATE OF INDIANA				
COUNTY OF LAKE				
Before me, a Notary Pu	blic in and for said County	y and State, this 26 d	ay of <u>Ceril</u>	, 19 <u>95</u> , personally appeared edged the execution of the
foregoing Real Estate Mortgage	as the free and voluntary	asi of said Mortgagor	the state of the s	
Witness my hand and N	otarial Seal.			
	20 mm		- Of ware	Steffel
		WOIANA THE	JUNE STEFFEL,	Votary Public
			Printed Namenission ex Resident of Porter	pires Sept. 21, 19 Motary Publi c County, Indiana
My County of Residences	torrer.			
My Commission Expires:	9.21-97	·		
This Instrument prepared by:	Donua L Davis, Comme NBD Bank, N.A.	rcial Loan Documents	tion Specialist	Andrews Andrews Andrews Andrews Andrews Andrews

nhdimmt fm2 Denna L Davis/SWS