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REAL ESTATE MORTGAGE

This indenture witnesseth that Jerry C. Moyes

of 5601 West Mohave, Phoenix, Arizona

as MORTGAGOR,

Mortgages and warrants to Mary Margaret Bihlman, David R. Bihlman and John B. Bihlman

of Frankfort, Michigan

Indiana, as MORTGAGEE,S

the following real estate in State of Indiana, to wit:

Lake County

See attached legal description which is marked as Exhibit A attached hereto and incorporated herein by reference thereto. Said real estate is commonly known as 6400 W. Industrial Highway Gary, Indiana.

95037835



Chicago Title Insurance Company

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
95 JUL - 6 PM 1:28
MARGARET B. BIHLMAN
RECORDER

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A To secure the payment, when the same shall become due, of the following indebtedness of even date hereon: in the amount of \$500,000.00,

Promissory Note of even date given by Jerry C. Moyes to Mary Margaret Bihlman, David R. Bihlman, and John B. Bihlman

with interest at the rate of 8% per cent per annum computed annually
all without relief from Valuation and Appraisal Laws, and with attorney's fees;

- B Also securing any renewal or extension of such indebtedness;
- C Also securing all future advances to the full amount of this mortgage;
- D Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagee agrees to pay to Mortgagee in addition to the regular payments... which will cover future payments of taxes, interest and... cover such payments and all decisions shall be paid by the principal.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.

1300

2. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.

3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

5. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.

6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.

7. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation, and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of eight per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

10. Additional Covenants: (a) Mortgage cannot be assumed by a third party without written consent of Mortgagee. Upon Mortgagor selling or transferring said real estate by Deed, Contract or leasing with an option to purchase, the entire debt then due and owing shall become immediately due and payable. (b) This mortgage shall be interpreted, construed and enforced under the laws of the State of Indiana.



State of Indiana, Arizona, County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of June, 19 95 personally appeared:

Jerry C. Moyes

Dated this 29th day of June 19 95

Jerry C. Moyes Seal
Jerry C. Moyes

and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires Aug. 31, 1997

Brenda Krebs Notary Public
Brenda Krebs Printed Signature

Resident of Merrillville County

Lawrence A. Kalina, SPANGLER, JENNINGS & DOUGHERTY, P.C.
8396 Mississippi Street, Merrillville, IN 46410

This instrument prepared by (219) 769-2323 Attorney No. 5058-45, Attorney at Law

Mail to: Lawrence A. Kalina, SPANGLER, JENNINGS & DOUGHERTY, P.C.
8396 Mississippi Street, Merrillville, IN 46410

EXHIBIT "A"

PARCEL 1: PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CHICAGO AVENUE EXTENDED EAST AND THE NORTHERLY RIGHT OF WAY LINE OF INDUSTRIAL HIGHWAY (U.S. 12); THENCE SOUTH 46 DEGREES 08 MINUTES 45 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF INDUSTRIAL HIGHWAY, A DISTANCE OF 1110.94 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 46 DEGREES 08 MINUTES 45 SECONDS EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ROAD, 136 FEET; THENCE NORTH 43 DEGREES 32 MINUTES 33 SECONDS EAST, 643.02 FEET; THENCE NORTH 46 DEGREES 08 MINUTES 45 SECONDS WEST, 136 FEET; THENCE SOUTH 43 DEGREES 32 MINUTES 33 SECONDS WEST, 643.02 FEET TO THE PLACE OF BEGINNING.

Document is
NOT OFFICIAL!

PARCEL 2: PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF CHICAGO AVENUE EXTENDED EAST AND THE NORTHERLY RIGHT OF WAY LINE OF INDUSTRIAL HIGHWAY (U.S. 12); THENCE SOUTH 46 DEGREES 08 MINUTES 45 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF INDUSTRIAL HIGHWAY, A DISTANCE OF 1246.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 46 DEGREES 08 MINUTES 45 SECONDS EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ROAD, 210.69 FEET; THENCE SOUTH 46 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF INDUSTRIAL HIGHWAY, 109.31 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD; THENCE NORTH 60 DEGREES 51 MINUTES 30 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, 671.88 FEET; THENCE NORTH 46 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD, 305.01 FEET; THENCE NORTH 46 DEGREES 08 MINUTES 45 SECONDS EAST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD, AND THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY PROPERTY, A DISTANCE OF 214.99 FEET; THENCE SOUTH 43 DEGREES 32 MINUTES 33 SECONDS WEST, 643.02 FEET TO THE POINT OF BEGINNING.