

WHEN RECORDED MAIL TO:

MARC A. ZUBECK  
CITIZENS FINANCIAL SERVICES  
5311 HOHMAN AVENUE  
HAMMOND, INDIANA 46320

95055480

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

483037 pty  
at Fin Ser

95 NOV - 1 AM 10: 06

MARGARETTE CLEVELAND  
RECORDER

### MORTGAGE

**THIS REAL ESTATE MORTGAGE** ("Mortgage") is made this 25th day of October, 1995, between Milton D. Petersen ("Mortgagor") and CITIZENS FINANCIAL SERVICES, FSB, a Corporation organized and existing under the laws of the United States of America, whose address is 707 Ridge Road, Munster, IN 46321 ("Mortgagee").

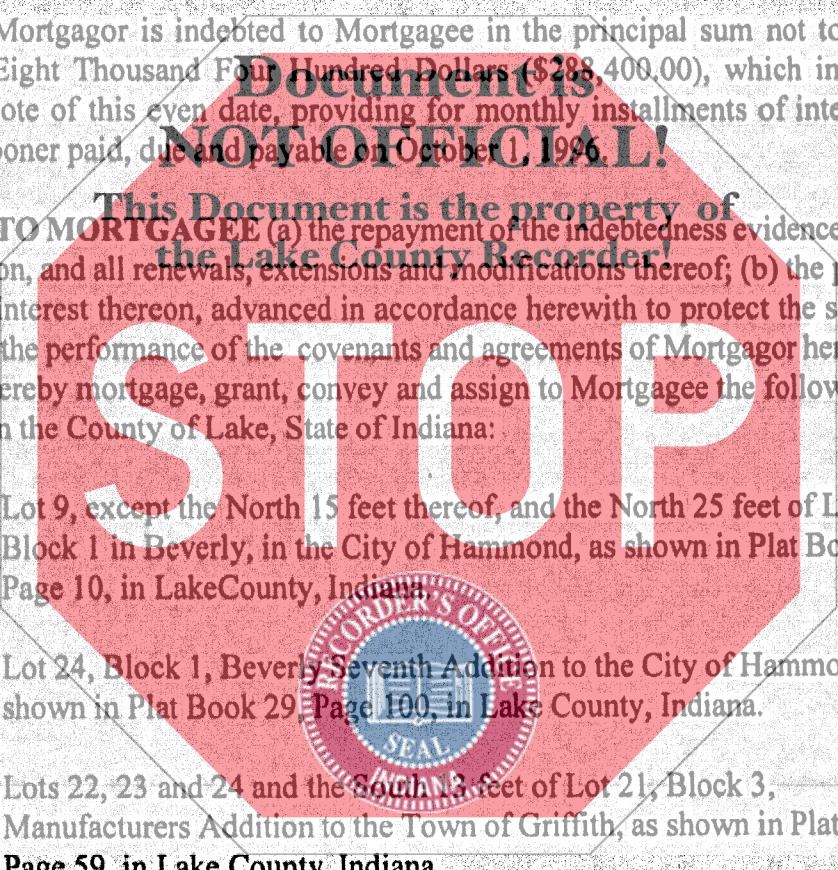
**WHEREAS**, Mortgagor is indebted to Mortgagee in the principal sum not to exceed Two Hundred Eighty-Eight Thousand Four Hundred Dollars (\$288,400.00), which indebtedness is evidenced by a Note of this even date, providing for monthly installments of interest, with the principal, if not sooner paid, due and payable on October 1, 1996.

**TO SECURE TO MORTGAGEE** (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, grant, convey and assign to Mortgagee the following described property located in the County of Lake, State of Indiana:

- Parcel 1: Lot 9, except the North 15 feet thereof, and the North 25 feet of Lot 10, Block 1 in Beverly, in the City of Hammond, as shown in Plat Book 20, Page 10, in Lake County, Indiana.
- Parcel 2: Lot 24, Block 1, Beverly Seventh Addition to the City of Hammond, as shown in Plat Book 29, Page 100, in Lake County, Indiana.
- Parcel 3: Lots 22, 23 and 24 and the South 13 feet of Lot 21, Block 3, Manufacturers Addition to the Town of Griffith, as shown in Plat Book 2, Page 59, in Lake County, Indiana.
- Parcel 4: Lot 8, Gatlin Addition Phase 1, as shown in Plat Book 70, Page 45, in Lake County, Indiana.

**TOGETHER** with all buildings, improvements, and tenements now or hereafter erected on the property, and all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property.

Chicago Title Insurance Company



1500  
104  
100

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the property, that the property is unencumbered, and that Mortgagor will warrant and defend generally the title to the property against claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the property.

The Mortgagor does hereby further covenant and agree as follows:

1. The Mortgagor will keep all improvements now on said premises; or hereafter erected thereon in a good state of repair and will not permit any waste thereon and will neither do nor permit to be done upon said premises anything that might tend to diminish the value thereof.

2. That Mortgagor will pay, before the same become delinquent, all taxes, charges and assessments of every kind that may be levied on said premises or any part thereof.

3. That in case the Mortgagor fails to pay any tax, or assessments, or fails to keep the buildings on said premises in good repair and insured as above provided, the Mortgagee may pay such taxes, or assessments, or may redeem said premises from sale for taxes or assessments, make repairs or procure insurance, and may pay, remove or discharge any claim, lien or encumbrance, or may purchase any tax title on claim against said premises, and protect the title and possession thereof, in order to preserve the priority of the lien of this mortgage thereon, and may employ attorneys at law to perform any service connected with the mortgage, or to prosecute or defend any suit affecting or involving this mortgage or the title or possession of said premises, and that all moneys paid for any such purpose and all moneys paid out by the Mortgagee to protect the lien of this mortgage and the security intended to be effected hereby, shall be immediately due and payable with interest thereon and become so much additional indebtedness, secured by this mortgage, provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for any of the purposes aforesaid, or to inquire into the validity of such taxes or assessments, or tax sale (the receipts of the proper officers being conclusive evidence of the validity) and amount thereof or into the necessity of such repairs.

4. That if default be made in the performance of any of the covenants or agreements herein or in said note contained, on the part of the Mortgagor to be kept and performed, then the whole of said indebtedness secured hereby, including all payments for liens, taxes, assessments, insurance, attorneys' fees, costs, charges or expenses, shall at the election of the Mortgagee, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein to the contrary notwithstanding and thereupon the Mortgagee shall have the right (either with or without possess), to hold and enjoy said property, and to lease the same or any part thereof upon such terms as it shall deem best, and to collect and receive all the rents issues and profits thereof, and to make alterations, improvements and repairs, effect insurance, pay taxes, assessments and do all such other things as may be deemed necessary for the proper protection of the property; and the Mortgagee shall have the right to foreclose this mortgage and shall have all the other rights and remedies that the law provides; all without relief from Valuation and Appraisal Laws.

5. That upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of contempt jurisdiction, upon application of the Mortgagee, may appoint a receiver for said premises

11. 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 manner affect the right of Mortgagee to require to enforce performance of the same or any other of said covenants; that whenever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefore arises.

12. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay Lender for expenses incurred in releasing the Security Instrument, including, but not limited to, preparation of payoff statements, preparation of and processing the Satisfaction of Mortgage and recordation or filing fees.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Instrument.

The undersigned person(s) executing this Instrument represent and certify on behalf of the Mortgagor, that (each of) the undersigned has been fully empowered by proper resolution, or the by-laws of the Mortgagor to execute and deliver this Instrument; that the Mortgagor has full corporate capacity to mortgage the real estate described; and that all necessary corporate action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Mortgagor has caused this deed to be executed this 25th day of October, 1995.

STATE OF INDIANA )  
) SS:  
COUNTY OF LAKE )



*Milton D. Petersen*  
Milton D. Petersen, Borrower

On this 25th day of October, 1995, before me the undersigned, a Notary Public in and for said county personally appeared Milton D. Petersen and acknowledged execution of the foregoing Instrument.

Witness my hand and official seal

My Commission Expires: 10-12-97  
Resident of Lake County

*Jennifer L. Taylor*  
JENNIFER L. TAYLOR  
Notary Public

THIS INSTRUMENT PREPARED BY: Brian L. Goins, Attorney-at-Law #8616-45  
CITIZENS FINANCIAL SERVICES, FSB

to take possession thereof, to collect the rents, issues and profits therefrom during the pendency of such foreclosure, and until the time to redeem the same from foreclosure sale shall have expired, and out of rents, issues and profits, to make necessary repairs and to keep the said premises in proper condition and repair, and to pay all taxes, or assessments, to redeem from tax or assessments sales, to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases.

6. That in case suit be brought to foreclose this mortgage a reasonable sum shall be allowed to the Mortgagee in such proceeding for attorney's fees, title or other expense incident to such foreclosure proceeding, which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.

7. That the Mortgagee, at its option, may extend the maturity of the note and indebtedness secured hereby, or any balance due thereon, from time to time, upon written agreement executed by the Mortgagor, for such further periods, at such rate of interest, and upon such conditions as may then be agreed upon, and no such extension, and no forbearance or delay of the Mortgagee in enforcing any of the provisions of this indenture, shall operate to impair the lien thereof or waive any rights accrued or that might accrue hereunder.

8. That in the event the mortgaged property or any part thereof, be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for damages to any property not taken, and all condemnation money so received shall at Mortgagee's election, be applied either to the reduction of the indebtedness hereby secured, 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 Mortgagor.

9. That Mortgagor hereby assigns to Mortgagee as additional and collateral security for the indebtedness hereinbefore described, all of the rents, issues and profits accruing under any leases now on said property, or which may hereafter be placed thereon, and all leases or sub-leases, rents, issues and profits direct to Mortgagee, to pay said rents, issues and profits direct to Mortgagee, this assignment to become null and void upon release of this mortgage, PROVIDED, however, this assignment shall become effective only upon default by Mortgagor in making payment of any installment of the note hereby secured or in the performance of any of the terms and conditions of this mortgage.

10. That Mortgagor will not convey, lease, or transfer the mortgaged premises or transfer all or any part of the beneficial interest of a trust if Mortgagor is a Trustee so long as any part of the indebtedness hereby secured remains unpaid, without the written consent of the Mortgagee, and that a violation of this provision will, at the option of the Mortgagee and without notice, accelerate maturity of the indebtedness hereby secured and cause the entire unpaid balance thereof to become immediately due and payable.