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First of America Bank
800 Lincolnway
La Porte, IN 46350

**FIRST OF AMERICA BANK-Indiana
Indemnifying Mortgage**

THIS INDENTURE WITNESSETH, that Christine A. Wallace, hereinafter called "Mortgagor(s)" of Porter County, Indiana MORTGAGES and WARRANTS to **FIRST OF AMERICA BANK-Indiana**, a State Chartered Bank of Marion County, Indianapolis, Indiana, hereinafter called "Mortgagee" the following described real estate situated in Lake County, State of Indiana, to wit:

Lot 16, Oak Meadows Subdivision, Unit One, to the Town of St. John, as shown in Plat Book 69, Page 21, in Lake County, Indiana.
[Property Address: 10117 Delmar Street, St. John, IN 46373]

together with all rights, privileges, interests, easements, hereditaments and appurtenances thereunto belonging or any wise pertaining thereto, and all fixtures and appliances now or subsequently attached to or used in connection with said mortgaged premises and all the rents, issues and profits of said premises.

This Mortgage is executed and delivered to secure the repayment of the maximum indebtedness, not including costs and expenses, in the principal sum of Thirteen Thousand and no/100 Dollars (\$13,000.00) evidenced by a promissory note executed, or to be executed, and delivered by Mortgagor(s) to Mortgagee, or any extensions or any notes in renewal thereof or any additional notes.

IT IS THE EXPRESS INTENTION OF THE MORTGAGOR(S) that this Mortgage shall constitute a continuing security for payment and performance of all obligations or liabilities to Mortgagee, now existing or hereafter incurred, whether direct or contingent and whether or not related to the transaction described hereinabove, and whether or not notice of the continuing grant of this Mortgage is stated on any document evidencing any such obligation or liability.

This obligation of the Mortgagee to make any further advancements or readvancements in this Indemnifying Mortgage shall be at the option of the Mortgagee and no such additional note, bond or any other evidence of indebtedness shall have a maturity date later than the 9th day of November, 2005.

Reference is hereby made to any notes or other evidences of indebtedness for installment payment dates, terms of repayment, interest rates, place of payment and other provisions, as fully as if set herein in full and incorporated herein.

It is further agreed by all the parties hereto that so long as there shall be any such indebtedness outstanding or commitment from Mortgagee to Mortgagor(s) for credit, this Mortgage shall not be considered satisfied by the payment at any time of any sum of money for the time being due upon any such particular instruments or evidences of indebtedness; provided, however, that any of the obligors hereunder are authorized and permitted to pay any portion of any part of the outstanding debt secured at any time hereby or any part thereof, and the Mortgagee agrees to accept such payment and thereupon the interest accruing on such obligation so paid shall cease upon such part of such outstanding debt as may be so paid, but that this Mortgage shall not be considered fully satisfied until any and all such indebtedness secured hereby shall have been paid in full and the **FIRST OF AMERICA BANK-Indiana** shall have ceased to make any further advances hereunder.

It is understood, however, and agreed to by the Mortgagor(s) that the Mortgagee may grant time or other indulgence upon any note, bond, trade acceptance, discount, assigned account, or other evidence of indebtedness, without affecting in any manner the security given hereby, but that upon default by Mortgagor(s) in the payment when due of principal and/or interest provided for in the promissory notes(s) or other evidence of indebtedness secured by this Mortgage, or upon default for a period of thirty (30) days by the Mortgagor(s) in the performance of any of the terms, conditions, covenants or agreements of this Mortgage, or if Mortgagor(s) shall abandon said property, or if Mortgagor(s) shall be judged insolvent, or if Mortgagor(s) transfers or sells any interest in the premises covered by this Mortgage without the Mortgagee's prior written consent, other than by the laws of inheritance or by testamentary devise, then upon any of said events, the whole of the indebtedness secured by this Mortgage shall become and be immediately due and payable at the option of Mortgagee, without notice or demand, the same being expressly waived by Mortgagor(s), and this Mortgage may be foreclosed in the manner provided by law.

In the event an action is filed to foreclose this Mortgage, the Mortgagee, or its assigns, shall have the right to have a receiver appointed, without notice to the Mortgagor(s), the same being waived, to collect the rents, issues and profits or the real estate. No delay by the Mortgagee in exercising any of its rights herein, upon the occurrence of any default, shall operate as a waiver thereof or preclude the Mortgagee from the exercise thereof during the continuance of any default or breach of covenant or upon any subsequent default. Any expenses incurred by Mortgagee in foreclosing this Mortgage, including, without limitation, reasonable attorneys' fees, shall be a further obligation of Mortgagor(s) to Mortgagee, secured by the lien of this Mortgage.

Chicago Title Insurance Company

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD



Handwritten initials and date: 11/11

Mortgagor(s) agree(s) [1] to keep the premises in good repair and not commit waste thereupon, [2] to keep the premises insured against damage under a policy or policies written by companies acceptable to the Mortgagee and provide Mortgagee with copies of such policies, with Mortgagee's interest noted thereon, and [3] to pay promptly any and all liens, encumbrances, taxes or assessments against the described real estate. In the event Mortgagor(s) fail(s) to pay any lien or other encumbrances on the mortgaged property, or pay premiums for insurance thereon, or keep the premises in repair, the Mortgagee may, in its sole discretion, pay such liens, encumbrances or premiums or make necessary repairs, and all sums so paid shall become a part of the indebtedness secured hereby, and shall be payable by Mortgagor(s) forthwith without notice or demand, the same being waived by Mortgagor(s). The Mortgagee may secure such evidence of title as it deems necessary, and the cost thereof shall become a part of the indebtedness secured hereby. The Mortgagee shall have the right, in its sole discretion, to prosecute and defend and uphold the lien of this Mortgage in any action or proceeding to which it is made party, and all sums paid for the expense of such litigation, including without limitation reasonable attorneys' fees, shall be a further lien on the mortgaged property, secured by this Mortgage, and shall be payable by the Mortgagor(s) upon demand. Nothing contained herein shall be construed to limit or preclude any other rights Mortgagee may have for the recovery of expenses of collection or other disbursements allowed hereunder.

All sums of money so advanced by the Mortgagee, together with interest per annum from the date any sums are so advanced at the highest rate payable on any outstanding indebtedness secured hereby, or, if such rate is contrary to applicable law, together with interest at the highest rate permissible under applicable law, shall become a part of the Mortgage debt hereby secured. The Mortgagee shall also be subrogated to any liens, claims, or demands paid by it.

If any portion of this property is taken by eminent domain proceedings or if any portion of this real estate is sold before the debt hereby secured is paid in full, then the proceeds received from such condemnation proceedings or sale shall be first applied on the Mortgage indebtedness.

If there be any change in ownership of the premises covered by this Mortgage, other than by the laws of inheritance applicable to the estate of Mortgagor(s) or by testamentary devise, without the consent of the Mortgagee, the entire indebtedness secured hereby shall become due and payable immediately at the election of the Mortgagee, and if approved by the Mortgagee it shall be upon such terms and conditions and for such considerations as the Mortgagee may, in its discretion, prescribe, including a change in the interest rate provided for in the note secured by the Mortgage. The term Mortgagor(s) shall include the original Mortgagor(s) who execute this instrument and their successors and grantees in interest so long as this Mortgage remains unreleased of record. Any assumption of this Mortgage without prior written approval of the Mortgagee shall be deemed a default and subject to the remedies for default outlined herein. All rights of the Mortgagee granted herein shall inure to the benefit of Mortgagee's assigns and successors in interest.

IN WITNESS WHEREOF, this instrument has been executed by Mortgagor(s) on this 9th day of November, 1995, signed and delivered in the presence of:

Victoria L. Schenck
Victoria L. Schenck
Valparaiso Branch Manager



Christine A. Wallace
Christine A. Wallace

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of November, 1995, personally appeared Christine A. Wallace the above named Mortgagor(s) and acknowledged the execution of the foregoing Mortgage. Witness my hand and Notarial Seal.

by *Phyllis Hewlett*
Phyllis Hewlett, Notary Public
Resident of Porter County, Indiana.
My commission expires: April 25, 1999.

Drafted by and return to:
Stephen M. Yuhasz
c/o FIRST OF AMERICA BANK-Indiana
800 Lincolnway
LaPorte, IN 46350