TICOR TITLE INSURANCE

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 01 The Mortgagor is 1594, and KNOWN AS TRUSTER 10128 A TRUST AGREEMENT DATED JUNE 1, This Security Instrument is given to

96 19 ("Borrower").

("Lender").

Dollars

THE STATE OF INDIANA

, which is organized and existing under the laws of

, and whose address is MUNSTER, IN 46321

PEOPLES BANK SB

9204 COLUMBIA AVENUE

Borrower owes Lender the principal sum of

NINETY EIGHT THOUSAND DOLLARS AND ZERO CENTS

(U.S. \$98,000,00

). This debt is evidenced by Borrower's Note, dated the same date as this Security Instrument

("Note"). If not paid earlier, due and payable on

February 01, 1997 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums with interest,

and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

advanced to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument

Indiana

LAKE

County, Indiana:

LOT 52 IN UNIT 6 OF BARRINGTON RIDGE, A PLANNED UNIT DEVELOPMENT, IN THE CITY OF HOBART, LAKE COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED PLAT BOOK 76 PAGE 24, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, AS PER PLAT THEREOF, RECORDED IN

0 S

which has the address of

HOBART

1052 CAPITOL LANE

46342-

Together with all buildings and improvements now or hereafter upon said premises or any part thereof, and all heretofore or hereafter street abutting said premises, and together with all fixtures and equipment now or hereafter installed for use in the operation of the building or buildings or hereafter on said premises, including but not limited to, all lighting, heating, cooling, ventilating, air conditioning, plumbing, sprinking, communicating

electrical systems, and the machinery, fixtures and equipment pertaining thereto, all of which fixtures, equipment, shall be deemed to be purple the destate. Together with all of the rents, profits and leases thereof and the tenements, hereditaments, easements and appurtenances. (Any ference herein mortgaged "premises" shall be deemed to apply to the above described lands and said buildings, fixtures and equipment, and the rents profit and thereof, and said tenements, hereditaments, easements and appurtenances, unless the context shall require otherwise.)

Mortgagor does hereby covenant as follows:

- (1) Mortgagor shall pay the principal and interest of said indebtedness according to the terms of said Note and shall pay all other amounts provided herein
- (2) At the time of execution and delivery of this instrument, Mortgagor is well and truly seized of the premises in fee simple, free of all liens and encumbrances whatsoever and will forever warrant and defend the same against any and all claims whatever, and the lien created hereby is and will be kept a first lien upon said premises and every part thereof. Mortgagor shall pay when due all water charges and all other amounts which might become a lien upon the premises prior to this Mortgage.
- (3) Mortgagor shall pay when due all taxes and assessments that may be levied upon said premises, and shall promptly deliver to Mortgagee receipts showing payment thereof. Mortgagor shall pay when due all taxes and assessments that may be levied upon or on account of this Mortgage or the indebtedness secured hereby or upon the interest or estate in said premises created or represented by this Mortgage, whether levied against Mortgagor or otherwise.
- (4) Mortgagor will abstain from and will not suffer the commission of waste on said premises and will keep the buildings, improvements, fixtures, equipment and appliances now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Mortgagor shall promptly notify Mortgagee in writing of the occurrence of any loss or damage to the premises. Mortgagor shall not materially alter the building, improvements, fixtures, equipment or appliances now or hereafter upon said premises, or remove the same therefrom, or permit any tenant or other person to do so, without the written consent of Mortgagee. Mortgagor will not permit any portion of the premises to be used for any unlawful purpose. Mortgagor will comply promptly with all laws, ordinances, regulations and orders of all public authorities having jurisdiction thereof relating to the premises or the use, occupancy and maintenance thereof. Mortgagee shall have the right at any time, and from time to time, to enter the premises for the purpose of inspecting the same.
- (5) Mortgagor will keep all buildings, improvements, fixtures, equipment and appliances now or hereafter upon said premises and the rents thereof, insured against loss and damage by fire and the perils covered by extended coverage insurance, and against such other risks (including public liability insurance), and in such amounts, as may from time to time be required by Mortgagee, and with such insurer or insurers as may from time to time be approved by Mortgagee, with the proceeds thereof payable to Mortgagee under a standard mortgage clause. The policies of all such insurance and all renewals thereof, together with receipts evidencing payment in full of the premiums thereon, shall be delivered promptly to Mortgagee. In the event of loss or damage, the proceeds of said insurance shall be paid to Mortgagee alone. Mortgagee is authorized to adjust and compromise such loss without the consent of Mortgagor, to collect, receive and receipt for such proceeds in the name of Mortgagee and Mortgagor, and to endorse Mortgagor's name upon any check in payment thereof. The Power granted hereby shall be deemed to be coupled with an interest and shall be irrevocable. Such proceeds shall be applied toward reimbursement of all costs and expenses of Mortgagee in collecting said proceeds, and toward the payment of all amounts payable by Mortgagor to Mortgagee hereunder, and toward the payment of the indebtedness secured hereby or any portion thereof, whether or not then due or payable, or Mortgagee, at its option, may apply said insurance proceeds or any part thereof to the repair or rebuilding of said premises. All of said policies of insurance shall be held by Mortgagee as additional security hereunder and, in the event of sale of the premises on foreclosure, the ownership of all policies of insurance and the right to receive the proceeds of any insurance payable by reason of any loss theretofore or thereafter occurring, shall pass to the purchaser at said sale and Mortgagor hereby appoints
- make an assignment of the benefit of creditors, or shall take, or receive, the benefit of any act for reorganization, or if a receiver should be appointed for such owner, Mortgagee may, at its option, declare the principal of the note hereby secured and then outstanding to be due and payable immediately; and upon such declaration, the said principal, so declared to be due and payable, together with the interest accrued thereon, and together with any other sums secured hereby shall become and be due and payable immediately, anything in this Mortgage or in said Note to the contrary notwithstanding.
- (7) If default be made in the payment of any of the aforesaid taxes or assessments or in making repairs or replacement or in procuring and maintaining insurance and paying the premiums therefor, or in keeping or performing any other covenant of Mortgagor herein, Mortgagee may, at its option and without any obligation on its part so to do, pay said taxes and assessments, make such repairs and replacements, effect such insurance, pay such premiums, and perform any other covenant of Mortgagor herein. All amounts expended by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith on demand, with interest thereon at the rate at which interest accrues on amounts after the same become due under the Note.

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Mortgagee its attorney-in-fact, in Mortgagor's name, to assign and transfer all such policies and proceeds to such purchaser. (6) In the event that any person, firm, or corporation owning or owning an interest in, the premises, is adjudicated a bankrupt, or insolvent, or shall

- (8) Nonpayment of any taxes or assessments levied or assessed upon the premises, and nonpayment of any insurance premium upon any insurance policy covering the premises, or any part thereof, shall constitute waste, and shall entitle Mortgagee to exercise the remedies afforded by the appropriate statutes of the appropriate state as now or hereafter amended, and by any other statute or law now or hereafter in effect.
- (9) In the event that Mortgagee is made a party to any suit or proceedings by reason of the interest of Mortgagee in the premises, Mortgager shall reimburse Mortgagee for all costs and expenses, including attorney fees, incurred by Mortgagee in connection therewith. All amounts incurred by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgager to Mortgagee forthwith on demand, with interest thereon at the rate at which interest accrues on amounts after same become due.
- (10) Should default be made in the payment of the principal or interest of said indebtedness or any part thereof, or in the payment of any other sums provided herein, or in the performance of any covenant or condition provided herein, Mortgagee may at any time after such default, and without notice, declare the entire principal balance of the indebtedness secured hereby, together with interest thereon, to be due and payable immediately. Lender may foreclose this mortgage by judicial proceedings and shall be entitled to collect in such proceedings all expenses of foreclosure, including but not limited to reasonable attorney's fees and cost of documentary evidence of title reports.
- (11) In the event of the taking of all or any portion of the premises in any proceedings under the power of eminent domain, the entire award rendered in such proceedings shall be paid to Mortgagee, to be applied toward reimbursement of all costs and expenses of Mortgagee in connection with said proceedings, and toward the payment of all amounts payable by Mortgagor to Mortgagee hereunder, and toward the payment of the indebtedness secured hereby, or any portion thereof, whether or not then due or payable, or Mortgagee, at its option, may apply said award, or any part thereof, to the repair or rebuilding of said premises.
- (12) As additional security for the payment of the indebtedness represented by the Note herein described, interest thereon, insurance premiums, taxes and assessments, at the time and in the manner herein agreed, and for the performance of the covenants and agreements herein contained, the Mortgagor does hereby sell, assign, transfer and set over unto the Mortgagee herein all the rents, profits, and income, whether due or to become due under all oral or written leases of the mortgage premises in existence or coming into existence during the period this Mortgage is in effect. This assignment of rents shall run with the land and be good and valid as against the Mortgagor herein, or those claiming by, under or through the Mortgagor, from the date of the recording of this instrument. This assignment shall continue to be operative during the foreclosure or any other proceeding taken to enforce this Mortgage. In the event of a sale on foreclosure which shall result in a deficiency, this assignment shall stand as security during the redemption period for the payment of such deficiency.

In the event of default in any of the terms, condition or covenants of this Mortgage, the Mortgager shall, upon demand therefor made by the Mortgagee, deliver and surrender possession of the mortgaged premises to the Mortgagee, who shall thereafter collect the rents, and income therefrom, rent or lease said premises or portion thereof upon such terms and for such time as it may deem best, terminate any tenancy and maintain proceedings to recover rents or possession of the premises from any tenant of trespasser, and apply the net proceeds of such rent and income to the following purposes:

- (a) Preservation of the premises;
- (b) Payment of taxes;
- (c) Payment of insurance premiums;
- (d) Payment of installments of interest and principal due under the terms of this Mortgage.

In the event that the Mortgagor fails, refuses or neglects to deliver or surrender such possession, the Mortgagee shall be entitled to the appointment of a receiver of the property hereby mortgaged and of the earning, income, issues and profits, with such power as the court making such appointment may confer.

- (13) The funds secured hereby are to be advanced for use in the construction of certain improvements on said premises pursuant to a construction loan agreement between the Mortgagor and Mortgagee of even date, which construction loan agreement is incorporated herein by reference to the same effect as if fully set forth and made a part of this Mortgage. Any default under the terms and condition of said construction loan agreement shall also constitute a default of this Mortgage.
- (14) In the event that Mortgagor shall at any time sell, convey or transfer either directly or indirectly the Mortgaged premises or any portion thereof, or any interest therein, or cease to be the holder of the entire record title to and beneficial interest in the mortgaged premises or any part thereof, whether by sale or any other means whatsoever, without the prior written consent of Mortgagee, the entire indebtedness secured hereby may, at the option of Mortgagee, be declared immediately due and payable without notice. No transfer of the premises by Mortgagor with the prior written consent of Mortgagee, and no extension of time of payment or other indulgence after such transfer shall operate to release or discharge Mortgagor, it being agreed that the liability of Mortgagor shall continue as principal until all of the indebtedness secured hereby is paid in full, notwithstanding any transfer of said premises, extension of time or other indulgence to the then owner, or other act which might constitute a discharge of a surety.
- (15) Mortgagor will not, without the prior written consent of Mortgagee, mortgage or pledge as security for any other loans obtained by Mortgagor, the premises and improvements thereon, fixtures or personal property used in the operation of the improvements on the premises. If any such mortgage or pledge in entered into without the prior written consent of the Mortgagee, the entire indebtedness secured hereby, may, at the option of Mortgagee, be declared immediately due and payable without notice.
- (16) All notices, demands and requests required or permitted to be given to Mortgagor hereunder or by law shall be deemed delivered when deposited in the United States mail, with full postage prepaid thereon, addressed to Mortgagor at the last address of Mortgagor on the records of Mortgagee.
- (17) Each and every of the rights, remedies and benefits provided to Mortgagee herein shall be cumulative and shall not be exclusive of any other of said rights, remedies or benefits, or of any other rights, remedies or benefits allowed by law. Any waiver by Mortgagee of any default shall not constitute a waiver of any similar or other default.
- (18) All of the covenants and conditions hereof shall run with the land and shall be binding upon the successors and assign of Mortgagor, and shall inure to the benefit of the successors and assign of Mortgagee. Any reference herein to "Mortgagee" shall include the successors and assign of Mortgagee.
 - (19) Borrower hereby waives all right of valuation and appraisement.

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SIGNATURE			MANG SANGLA A SANGLA SA SANGKAN MANGKANANAN	SIGNATURI	E	***************************************	
SIGNATURE			No. of the State o		E BANK SB AS TRUST		
STATE OF INDIANA)				AGREEMENT DATED JU DWN AS TRUST # 101	·	
) 55:						
COUNTY OF LAKE)						
Before me, the under FEBRUARY	signed, a Notary I	Public in and f ,19 96	or said County and State,	this	1 S T		day of
		•			and acknowledged the execut	tion of the annexed in	strument.
Witness My Hand an	d Official Seal						
My Commission Expires:				Notary Publi	ic		· · · · · · · · · · · · · · · · · · ·
RESIDENT OF CO	UNTY						
This instrument prepared by		W MOSED	VICE PRESTREN	יי דום או	DUSTNG FINANCE		

DANIEL W MOSER, VICE PRESIDENT FOR HOUSING FINANCE

ITEM 38253L2 (9404) Page 2 of 2 pages

Great Lakes Business Forms, Inc. To Order Call: 1-800-530-9393 DPax 616-791-1131

Attachment to mortgage to Peop	les Bank SB
	This mortgage is executed by Peoples
Bank SB, f/k/a Peoples Bank, A Federal Sav	
aforesaid, in the exercise of the power and a	
such Trustee, and it is expressly understood	
every person now or hereafter claiming any r	right or security hereunder that nothing
contained herein or in the note secured by the	is mortgage shall be construed as creating any
	ank, A Federal Savings Bank or on any of the
beneficiaries under said trust agreement pers	, , , , , , , , , , , , , , , , , , ,
	ruing hereunder or to perform any covenants
	ll such liability, if any, being expressly waived,
	the note secured hereby shall be solely against
and out of the property hereby conveyed by	•
said note, but his waiver shall in no way affect	
	contained herein will be construed as creating
any liability on said Trustee, personally unde	•
Environmental Response, Compensation and	") as amended from time to time or any other
federal, state or local law, rule or regulation.	
"Transferor" or "Transferee" under RPTL as	
possible environmental defects. In making a	
	peneficiaries and not of its own knowledge and
	ies, responsibilities or damages as a result of
including any warranty in this instrument.	
	PEOPLES BANK SB f/k/a Peoples Bank,
建油油 法人的 医制力 网络美国大学	Federal Savings Bank
ing Palatan Bandara Ba Bandara Bandara Bandar	not personally, but as Trustee under
	provisions of a Trust Agreement OPLES
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부리 회사 보다 말이 되는 경우 회사에 되었다.	dated June 1 19 94 and
	dated June 1 19 94 and known as Trust No. 10126
	known as Trust No. 10126
	By: Aud Johnson 10126
	By: Au Climinson Frank J. Bochnowski
	By: Aud Johnson 10126
ATTEST:	By: Au Climinson Frank J. Bochnowski
Linds & Vallada	By: Au Climinson Frank J. Bochnowski
By Linde & Kolada	By: Au Climinson Frank J. Bochnowski
By: HAW Kollada	By: Au Climinson Frank J. Bochnowski
By Linde & Kolada	By: Au Climinson Frank J. Bochnowski
By: Kollada Assistant Secretary	By: Au Climinson Frank J. Bochnowski
By: Kollada Linda L. Kollada Assistant Secretary State of Indiana)	By: Au Climinson Frank J. Bochnowski
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By: Linda L. Kollada Assistant Secretary State of Indiana) SS: County of Lake)	By: Acceptable Frank J. Bochnowski Vice-President and Trust Officer
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By: Linda L. Kollada Assistant Secretary State of Indiana) SS: County of Lake) I,Joyce M. Barr_, a Notary Public in and HEREBY CERTIFY, that Frank J. Bochnoon	By: Frank J. Bochnowski Vice-President and Trust Officer d for said County in the State aforesaid, DO wski and Linda L. Kollada of PEOPLES
By: Linda L. Kollada Assistant Secretary State of Indiana) SS: County of Lake) I,Joyce M. Barr_, a Notary Public in and HEREBY CERTIFY, that Frank J. Bochnow BANK SB, an Indiana Corporation, f/k/a Per	By: Frank J. Bochnowski Vice-President and Trust Officer of d for said County in the State aforesaid, DO wski and Linda L. Kollada of PEOPLES coples Bank, A Federal Savings Bank
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