## 100mg wire Indiam Ag. M1340 NBD Bank, N.A. Mortgage (Installment Loan) - Indiana Apla 46266 This Mortgage is made on April 2 19 96 between the Mortgagor, Raymond E. Gramenz and Starr B. Gramenz 4220 Alder St. East Chicago, IN. 46312 and the Mortgagee, NBD Bank, N.A., a national banking association, whose address is 1600 W, 45th Ave, Munster, IN, 46321 (A) Definitions. (I) The words "Borrower", "you" or "yours" mean each Mortgagor, whether single or joint, who signs below. (2) The words "we", "us", "our" and "Bank" mean the Mortgagee and its successors or assigns. (3) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights. Security. As security for a loan agreement dated 04-02-96 for credit in the TOTAL AMOUNT of \$ 30,000.00 including all extensions, amendments, renewals, modifications, refinancings and/or replacements of that loan agreement, you mortgage and warrant to us, subject to liens of record, the Property located in the City of East Chicago Lake County, Indiana, described as: Lot 5 and a part of Lot 6 lying Easterly of a line drawn from the Northeast corner of Lot 8, North 06 Degrees 31 minutes 50 seconds East, 84.25 feet through said Lot 6 to a point on the North line of said Lot 6\*ds measured along the arc of the curve of said North line, Prairie Park Unit No. 4, in the City of East Chicago, as shown in Plat Book 52, page 42, in Lake County, Indiana. CSM 200550 \*being 28.58 feet Easterly of the Northwest corner of said Lot 6 (C) Borrower's Promises. You promise to: substance affecting the Property is necessary, you shall promptly take all necessary (1) Pay all amounts when due under your loan agreement, including interest, and remedial actions in accordance with applicable environmental laws. to perform all duties of the loan agreement and/or this Mortgage. (E) Default. If you do not keep the promises you made in this Mortgage or you fail (2) Pay all taxes, assessments and liens that are assessed against the Property when to meet the terms of your loan agreement, you will be in default. If you are in they are due. If you do not pay the taxes, assessments or liens, we can pay them, if we choose, and add what we have paid to the amount you owe us under your loan agreement with interest to be paid as provided in the loan default, we may use any of the rights or remedies stated in your loan agreement including, but not limited to, those stated in the Default, Remedies on Default, and/or Reducing the Credit Limit paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment in full, you give us the power and authority to sell the property according to pro-(3) Not execute any mortgage, security agreement, assignment of leases and rencedures allowed by law. The proceeds of any sale will be applied first to any tals or other agreement granting a lien against your interest in the property costs and expenses of the sale, including the costs of any environmental investigawithout our prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this tion or remediation paid for by us, then to reasonable attorney's fees and then to the amount you owe us under your loan agreement. Mortgage. (F) Due on Sale. If you sell or transfer all or any part of the Property or any interest in the Property without our prior written consent, the entire balance of what (4) Keep the Property in good repair and not damage, destroy or substantially change the Property. you owe us under your loan agreement is due immediately. Keep the Property insured against loss or damage caused by fire or other hazards with an insurance carrier acceptable to us. The insurance policy must (G) Eminent Domain. Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt in accordance with the terms of the loan agreement until any award or payment shall have been actually received be payable to us and name us as Insured Mortgagee for the amount of your loan. You must deliver a copy of the policy to us if we request it. If you do by you. By signing this Mortgage, you assign the entire proceeds of any award not obtain insurance, or pay the premiums, we may do so and add what we or payment and any interest to us. have paid to the amount you owe us under your loan agreement with interest to be paid as provided in the loan agreement. At our option, the insurance (H) Other Terms. We do not give up any of our rights by delaying or failing to exerproceeds may be applied to the balance of the loan, whether or not due, or cise them at any time. Our rights under the loan agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. to the rebuilding of the Property. (6) Keep the Property covered by flood insurance if it is located in a specially This shall include the right to perform any environmental investigation that we designated flood hazard zone. deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely (D) Environmental Condition. You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect. We may, at our option, extend the time of payment of any part or all of the indebtedness secured by this mortgage, reduce the payments or accept a rerectal note, without the consent of any junior lienholder. No such extension, reduction or renewal shall impair the lien or priority of this Mortgage, nor release, as charge or affect tal or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of any hazardous your personal liability to us. By Signing Below, You Agree to All the Terms of This Mortgage. Witnesses: X Raymond E. Print Name: Print Name: Print Name: Print Name: \_

Drafted by: C.P. Connors
Vice President

The foregoing instrument was acknowledged before me on this

STATE OF INDIANA

COUNTY OF Lake

Notary Public,
My Commission Expires:

\_ County, Indiana

When recorded, return to:

NBD Bank 1 Indiana Square, M1300

Indianapolis, IN. 46266

)

Raymond E. Gramenz and Starr B.