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### Commercial Real Estate Mortgage and Assignment of Leases and Rents

This mortgage is made on this date between the parties listed below. The Mortgagor(s) in consideration of the principal amount shown below and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages and warrants to the Lender, its successors and assigns, forever, the land and property described below, together with all privileges, improvements, rents and profits, easements, hereditaments, appurtenances, equipment, and other

personal goods of whatsoever description which may now or hereafter be located, situated or affixed on and used in connection therewith (hereinafter called the Property).

H 482980 **BANK ONE**

Mortgage Date  
10/11/95

<b>MORTGAGOR(S)</b> NAME(S) TERRY L. DANIEL JANET R. DANIEL, HUSBAND AND WIFE		<b>LENDER</b> NAME(S) BANK ONE, MERRILLVILLE, NA	
ADDRESS 8651 MARQUETTE ST.		ADDRESS 1000 East 80th Place	
CITY SCHERERVILLE		CITY Merrillville	
COUNTY LAKE	STATE IN 46375	COUNTY Lake	STATE IN 46410

**PROPERTY DESCRIPTION**  
LOTS 1 THROUGH 4 BOTH INCLUSIVE IN BLOCK 4 IN A SUBDIVISION WITHIN THE SE 1/4 SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND P.M. AS PER PLAT THEREOF RECORDED IN OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA. AS SHOWN IN Plat Book 2, page 11

A/K/A 601 WEST CHICAGO AVE., EAST CHICAGO, IN 46312  
**THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT LEGAL DESCRIPTION**

**PRINCIPAL AMOUNT**  
ONE HUNDRED SIXTY THOUSAND & 00/100 160,000.00

The Mortgagor Covenants and Agrees With the Lender as follows:

- This mortgage secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto and every other indebtedness of any and every kind now or hereafter owing from Mortgagor to Lender howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this mortgage, any promissory note or of any other mortgage, assignment of leases or rents, security agreement, loan agreement, or any other agreement of whatsoever nature, whether written or oral, now existing or hereafter arising between the Mortgagor and the Lender (hereinafter all referred to as the indebtedness).
- The Mortgagor promises to pay the indebtedness in accordance with the terms thereof and to perform all of the terms and conditions from which the indebtedness may arise.
- The Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition, and will from time to time, make all needed and proper repairs so that the value of the Property shall not in any way be impaired. Mortgagor covenants that the property has not in the past been nor will in the future be allowed in any manner to be exposed or to contain hazardous substances as defined in the Federal Comprehensive Environmental Response, Compensation and Liability Act. The Lender shall have the right and access to inspect the Property at all reasonable times and if the Property, or any part thereof, shall require inspection, repair, or maintenance which the Mortgagor has failed to provide, the Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the indebtedness and paid on the Lender's demand by the Mortgagor.
- The Mortgagor promises to pay and discharge liens, encumbrances, taxes, assessments, and governmental charges at any time levied or assessed against the Mortgagor or the Property, and the Mortgagor will not do or permit to be done any act of whatsoever nature which would impair the lien of this mortgage, provided, however, that the Mortgagor shall not be required to pay any tax, assessment, or governmental charge so long as the Mortgagor in good faith disputes the validity thereof and provides for payment in a manner satisfactory to Lender in the event the Mortgagor fails in the dispute.
- The Mortgagor promises to keep the Property insured against such risks, in such form and with such amounts as may within the sole discretion of the Lender be causing the Lender to be named as loss payee or other beneficiary if requested by Lender. Mortgagor, in and in manner as prescribed by the Lender. The Mortgagor hereby directs each and every insurer of the Property to make payment of loss to the Lender with the proceeds to be applied, only at the Lender's option, to the repair and replacement of the damage or loss or to be applied to the indebtedness with the surplus, if any, to be paid by the Lender to the Mortgagor.
- The Mortgagor hereby assigns to the Lender all judgments, decrees, and awards for injury, damage, or condemnation of or to the Property and authorizes the Lender, at its sole option, to apply the proceeds thereof to the payment of the indebtedness in such manner as the Lender may elect.
- The Mortgagor promises to abstain from the commission of any waste on the Property and to comply with all present and future statutes, regulations, and rules of any governmental authority governing the Property or in any way concerning the use and occupancy thereof.
- The Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business, nor to attempt to sell or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of the Lender.
- At any time, upon a request of the Lender, the Mortgagor will execute and deliver to the Lender,

WHEN RECORDED RETURN TO: BANK ONE, MERRILLVILLE, NA 1000 East 80th Place Merrillville IN 46410	DRAFTED BY: DAVID S. RANDAZZO ADDRESS, CITY, STATE 1000 E. 80TH PLACE MERRILLVILLE, IN 46410
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"By initialing, the Borrower(s) acknowledge(s) that this page is page 1 of 4 of a Commercial Real Estate Mortgage."

95065192

9500126 PH 711

FILE OF INDIANA LAKE COUNTY FILED FOR RECORD

96025424

96 APR 18 AM 10:18

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

MARYANN E. CARROLL AND RECORDER

1800  
005  
CH

Chicago Title Insurance Company



the taxes, assessments, mortgage guarantee insurance premiums (so long as this mortgage is insured by a mortgage guarantee insurance policy), hazard insurance premiums next to become due, as estimated by the Lender so the Lender will have sufficient funds on hand to pay taxes, assessments and insurance premiums within thirty (30) days before the due date thereof, and to pay the Lender, immediately, any deficit thereon, the monies so held not to bear any interest and, upon default, to be applied by the Lender on account of the indebtedness.

(e) all rights and remedies granted to the Lender hereunder shall be cumulative and not exclusive of one or the other or of any other remedy provided for by law or agreement, and may be exercised either successively or concurrently; and that  
(f) if any provision of this mortgage shall be prohibited by state law, such prohibitions shall apply only to that provision and all other provisions of the mortgage shall remain in full force and effect.

**Additional Provisions**



ALL PARTIES. The Mortgagor and Lender agree that the following paragraphs of this agreement may be deleted:

IN WITNESS WHEREOF, said Mortgagor has executed this mortgage the day and year first noted above.

Signed, Sealed, and Delivered in the Presence of:

*Terry L. Daniel*  
Terry L. Daniel

*Janet R. Daniel*  
Janet R. Daniel

*[Handwritten initials]*  
Initials

"By initialing, the Borrower(s) acknowledge(s) that this page is page 3 of 4 of a Commercial Real Estate Mortgage."

INDIVIDUAL

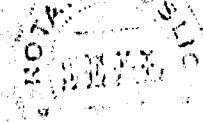
STATE OF INDIANA

COUNTY OF LAKE

SS:

The foregoing instrument was acknowledged before me this 11th day of OCTOBER, 1995

by Terry L. Daniel and Janet R. Daniel Husband and wife



*Melinda L. Valentine*  
MELINDA L. VALENTINE

Notary Public LAKE County, INDIANA

Commission expires: JUNE 26 1998

PARTNERSHIP

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

by \_\_\_\_\_ partner on behalf of

\_\_\_\_\_ a partnership.

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Document is  
**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

**STOP**

CORPORATION

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

by \_\_\_\_\_ as J \_\_\_\_\_

who are the \_\_\_\_\_ and \_\_\_\_\_ of

\_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of the corporation.

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires: \_\_\_\_\_

*[Handwritten Signature]*  
Initials \_\_\_\_\_

"By initialing, the Borrower(s) acknowledge(s) that this page is page 4 of 4 of a Commercial Real Estate Mortgage."

