| | 1. The state of th | | Credit | min They & | Hun Mer | |
|--|--|---|---|--|--|---|
| | ce County Trust Company, a corpora | | ECH FEDERAL | CREDIT UNTO | yeur Mari | 7 |
| | Mana, as Trustee under the provis | | 0951 Broad | • | | |
| 1 | Trust Agreement Dated the 30th day nuary, 1990,known as Trust No. 403 | | rown Point, | Indiana 46307 | 7 | |
| Jai | idary, 1990, known as 11dst No. 409 | | | | | |
| | MORTGAGOR | Marie Company of the | | MORTGAGEE | | |
| | "I" includes each mortgagor above. | | "You" means th | ne mortgagee, its suc | cessors and assign | s. |
| | LAKE | COUNTY TRU | IST COMPANY. | ACorp. of Ir | ndiana.as T | rustee u |
| REAL | ESTATE MORTGAGE: For value received 137 | | | o you onApril | | *************************************** |
| real e | state described below and all rights, easements, appurte | nances, rents, leas | ses and existing and | d future improvement | ts and fixtures that | may now or |
| | time in the future be part of the property (all called the "pi | | | | | |
| PROP | PERTY ADDRESS: 13224 Tytel Screet | | (Street) | | | |
| | Crown Point,Indiana | | | , Indiana46 | 6307 | |
| LEGA | L DESCRIPTION: (City) | | | | (Zip Code) | |
| | e South 25 feet of Lot 5 and All o | | | | | |
| the | ereof recorded in Plat Book 48 pag | e 34, in th | ie uttice of | the kecorder | r of Lake Lo | ounty, ina |
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| | located inLake | kan paragonkaka san ara asan sanangan kanangonkepiko ora ikulis diapanjananah di biba Milalia | County, In- | diana. | | |
| TITLE | : I covenant and warrant title to the property, excep | t for encumbranc | ces of record, mur | nicipal and zoning o | ordinances, curren | t taxes and |
| | assessments not yet due and | | | | | 유민 |
| 2 | n/a | | | | <u> </u> | 경 공 |
| SECU | RED DEBT: This mortgage secures repayment of the mortgage and in any other document incorporated here | secured debt and | the performance of | of the covenants and | d agreement dont | ained in this |
| Ž | vou under this moddage, the instrument or agreement of | lescribed below. a | as used in this mor ny renewal, refinani | lgage, includes any a cing, extension or ma | amounts I may at a odification of ভুটুch ir | ny lime owe |
| , <u>c</u> | agreement, and, if applicable, the luttile autonoco desc | IOCO OCION. | | | ₩ | 全 商 |
|) je Gja | The secured debt is evidenced by (describe the instrum- | | | | * 1. | 8 8 |
| Crown Point, Indiana | a promissory no | te | A-200 | | 15 | 0 2 |
| , co | | | | | C | |
| Ę | The above obligation is due and payable on The total unpaid balance secured by this mortgage at a Twenty Thousand and no/100 and all other amounts, plus interest, advanced under the | 10-2001 | | | if not | paid earlier. |
| ő | The total unpaid balance secured by this mortgage at a Twenty Thousand and no/100 | .ny one time shall | not exceed a maxir | num principal amour 000.00 | nt of | nlue interest |
| | and all other amounts, plus interest, advanced under the | e terms of this mo | ortgage to protect th | ne security of this mo |), ortgage or to perfori | plus interest |
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| | covenants and agreements contained in this mortgage. | | | | | in arry or the |
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| | Covenants and agreements contained in this mortgage. Future Advances: The above debt is secured even will be made in accordance with the terms of the note. | e or loan agreeme | nt evidencing the se | ecured debt. | | • |
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COVENANTS

- 1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt exclusive of interest or principal, second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, and other charges relating to the property when due. You may require me to provide to you copies of all notices that such amounts are due and the receipts evidencing my payments. I will defend title to the property against any claims that would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. This insurance will include a standard mortgage clause in your favor. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property. I will keep the property in good condition and make all repairs reasonably necessary. I will give you prompt notice of any loss or damage to the property.
- 5. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees, if I breach any covenants in this mortgage or in any obligation secured by this mortgage. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration. If I fail to make any payment when due or breach any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may, at your option, accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you may, as provided by law, have the court appoint a receiver and the receiver may take possession and manage the property and collect the rents income and profits. Any rents you collect shall be applied first to the costs of managing the property, including all taxes, assessments, insurance premiums, repairs, court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Prior Security Interests. I will make payments when due and perform all other covenants under any mortgage, deed of trust, or other security agreement that has priority over this mortgage. I will not make or permit any modification or extension of any mortgage, deed of trust or other security interest that has priority over this mortgage or any note or agreement secured thereby without your written consent. I will promptly deliver to you any notices I receive from any person whose rights in the property have priority over your rights.
- 9. Leaseholds; Condominiums; Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development. I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 10. Authority of Mortgagee to Perform for Mortgager. If I fail to perform any of my duties under this mortgage, or any other mortgage, deed of trust, lien or other security interest that has priority over this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time on the secured debt.

- 11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
- 12. Condemnation. Lassign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 13. Walver. By exercising any remedy available to you you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again. I waive all rights of valuation and appraisement.
- 14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I sign this mortgage but do not sign the secured debt I do so only to mortgage my interest in the property to secure payment of the secured debt and by doing so, I do not agree to be personally liable on the secured debt. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release. When I have paid the secured debt in full and all underlying agreements have been terminated, you will, at my request, release this mortgage without charge to me. Except when prohibited by law, I agree to pay all costs to record the release.
- 18. Severability. Any provision or clause of this mortgage or any agreement evidencing the secured debt which conflicts with applicable law will not be effective unless that law expressly or impliedly permits variations by agreement. If any provision or clause of this mortgage or any agreement evidencing the secured debt cannot be enforced according to its terms, this fact will not affect the enforceability of the balance of the mortgage and the agreement evidencing the secured debt.

(page 2 of 2)

This Mortgage is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE COUNTY TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said LAKE COUNTY TRUST COMPANY personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said LAKE COUNTY TRUST COMPANY personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 10th day of April. 1996.

> LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated January 30, 1990 and known as Trust No. 4037.

EX: There in Jurstill
Elaine M. Worstell, Trust Officer

BY: Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA

)ss:

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

Witness my hand and seal this 10th day of April, 1996.

My Commission Expires: April 7, 1999 Resident: Lake County, IN.