

This Mortgage is made on JULY 15, 1996, between the Mortgagor, TODD KABELLA AND WENDY KABELLA

whose address is 8890 E 165TH AVE, HEBRON, IN 46341 and the Mortgagee, NBD Bank, N.A., a national banking association, whose address is ONE INDIANA SQUARE, M1304, INDIANAPOLIS, IN 46266

(A) Definitions.

- (1) 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.

(B) Security. As security for a loan agreement dated 07/15/96 for credit in the TOTAL AMOUNT of \$ 24,000.00 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 TOWNSHIP of HEBRON LAKE County, Indiana, described as:

SEE ADDENDUM ATTACHED

(C) Borrower's Promises. You promise to:

- (1) Pay all amounts when due under your loan agreement, including interest, and to perform all duties of the loan agreement and/or this Mortgage.
(2) Pay all taxes, assessments and liens that are assessed against the Property when they are due.
(3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property without our prior written consent.
(4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
(5) Keep the Property insured against loss or damage caused by fire or other hazards with an insurance carrier acceptable to us.
(6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.

substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.
(E) Default. If you do not keep the promises you made in this Mortgage or you fail to meet the terms of your loan agreement, you will be in default.

(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 you owe us under your loan agreement is due immediately.

(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 by you.

(H) Other Terms. We do not give up any of our rights by delaying or failing to exercise 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.

(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.

By Signing Below, You Agree to All the Terms of This Mortgage.

Witnesses: X [Signature] X [Signature] Mortgagee

Print Name: TODD KABELLA

X [Signature] Mortgagee

Print Name: WENDY KABELLA

X [Signature]

Print Name:

X [Signature]

Print Name:

STATE OF INDIANA )
COUNTY OF Lake )
The foregoing instrument was acknowledged before me on this 15TH day of JULY 1996 by TODD KABELLA AND WENDY KABELLA, Mortgagors.

Drafted by: DIANE L GORDON ONE INDIANA SQUARE, SUITE M1304 INDIANAPOLIS, IN 46266 61771150199 90M 11P

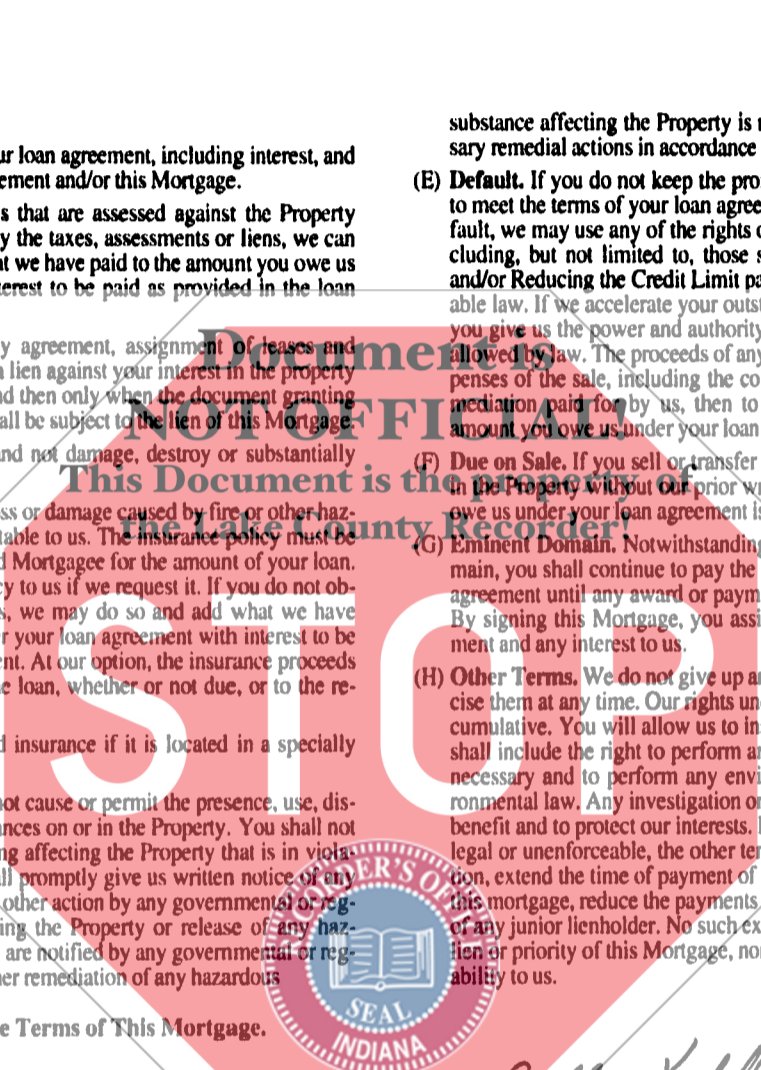
X [Signature] Notary Public, LAKE County, Indiana My Commission Expires: 2-1-97

When recorded, return to: NBD - HOME EQUITY CENTER ONE INDIANA SQUARE, SUITE M1304 INDIANAPOLIS, IN 46266

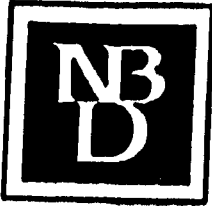
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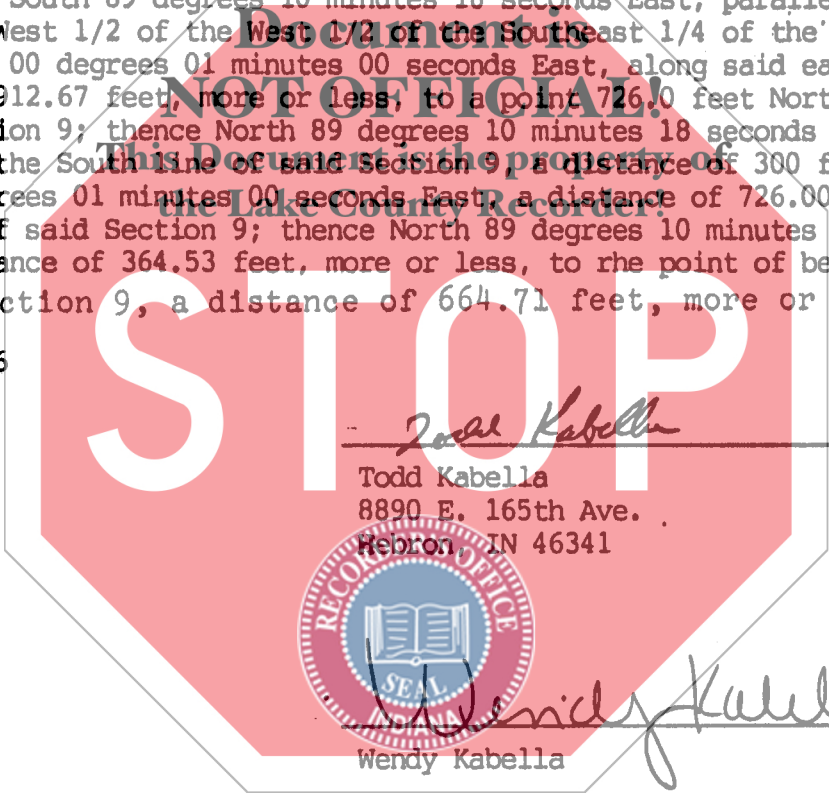
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**ADDENDUM**

Part of the West 1/2 of the West 1/2 of the Southeast 1/4 of Section 9, Township 33 North, Range 7 West of the 2nd Principal Meridian, in Lake County Indiana, more Particularly described as follows: Beginning at the Southwest corner of the Southeast 1/4 of said Section 9; thence North 00 degrees 01 minutes 23 seconds West, along the West line of the said Southeast 1/4, a distance of 1638.68 feet; thence South 89 degrees 10 minutes 18 seconds East, parallel to the South line\*of the West 1/2 of the West 1/2 of the Southeast 1/4 of the said Section 9; thence South 00 degrees 01 minutes 00 seconds East, along said east line, a distance of 912.67 feet, more or less, to a point 726.0 feet North of the South line of Section 9; thence North 89 degrees 10 minutes 18 seconds West, parallel to the South line of said Section 9, a distance of 300 feet; thence South 00 degrees 01 minutes 00 seconds East, a distance of 726.00 feet to the South line of said Section 9; thence North 89 degrees 10 minutes 18 seconds West, a distance of 364.53 feet, more or less, to the point of beginning.

\*of said Section 9, a distance of 664.71 feet, more or less, to the East line  
 July 15, 1996



*Todd Kabella*

Todd Kabella  
 8890 E. 165th Ave.  
 Hebron, IN 46341



*Wendy Kabella*  
 Wendy Kabella