NBD Bank, N.A. Mortgage (Installment Loan) - Indiana

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This Mortgage is made onSeptember 18, 1996	, 19, between the Mortgagor,
whose address is 1800 Pierce Street Cary India	and the Mortgagee, NBD Bank, N.A.,
a national banking association, whose address is <u>NBD Bank 3680 E</u>	Broadway Gary, Indiana 46408
(A) Definitions. (1) The words "Borrower", "you" or "yours" mean each Mortgagor, whether si	ingle 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.	
(B) Security. As security for a loan agreement dated 9-18-96 for credit in the TOTAL AMOUNT of \$_26,000.00 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 <u>City</u> of <u>Ge</u>	Lake County, Indiana, described as:
Lots 49 and 50 block 6 in second Logan Park City of Gary as shown in plat book 2 page 65	
Orty of eary as shown in plac book 2 page 05	in lake county, inclaira.
(C) Borrower's Promises. You promise to:	substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.
(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.	(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. If you are in de-
(2) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can	fault, we may use any of the rights or remedies stated in your loan agreement in- cluding, but not limited to, those stated in the Default, Remedies on Default,
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	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,
agreement. (3) Not execute any mortgage, security agreement, assignment of leases and 11	you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and ex-
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 agreement. (3) Not execute any mortgage, security agreement, assignment of leases and interest in the property without 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 Mortgage. (4) Keep the Property in good repair and not damage, destroy or substantially.	penses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to reasonable attorney's fees and then to the amount you owe us under your loan agreement.
	(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.
(5) Keep the Property insured against loss or damage caused by fire of other haz ands with an insurance carrier acceptable to us. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of your loan.	(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
You must deliver a copy of the policy to us if we request it. If you do not obtain insurance, or pay the premiums, we may do so and add what we have	agreement until any award or payment shall have been actually received by you. By signing this Mortgage, you assign the entire proceeds of any award or pay-
paid as provided in the loan agreement. At our option, the insurance proceeds	ment and any interest to us. (H) Other Terms. We do not give up any of our rights by delaying or failing to exer-
may be applied to the balance of the loan, whether or not due, or to the re- building of the Property.	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. This
(6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.	shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation residence under envi-
(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	ronmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgate is found to be il-
do, nor allow anyone else to do, anything affecting the Property that is in viola- tion of any environmental law. You shall promptly give us written notice of any	legal or unenforceable, the other terms will still be in effect. Wamay, at our op-
investigation, claim, demand, lawsuit or other action by any governmental or reg- ulatory agency or private party involving the Property or release of any haz-	tion, extend the time of payment of any part or all of the indebtraness secured by this mortgage, reduce the payments of accept a renewal note, whout the consent of any junior lienholder. No such extension, reduction or renewal shall impair the
ardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of any hazardous	lien or priority of this Mortgage, nor release, discharge or affect our personal lieutity to us.
By Signing Below, You Agree to All the Terms of This Mortgage.	ANA JULIANA
Witnesses:	x Sammie Buth Caleman
Print Name:	Sammie Ruth Coleman
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Print Name:	ROP I
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Print Name:	AH 9: 44 DER
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Print Name:	
STATE OF INDIANA) COUNTY OF Lake)	σ_{σ}^{c}
The foregoing instrument was acknowledged before me on this 18	th day of September , 1996 , Mortgagors.
by Sammie Ruth Coleman	
Drofted by C. D. Connous	X Jerum Jones Notary Public, Lake County, Indiana
Drafted by: C. P. Connors Vice President	My Commission Expires: 4-3-X4XX98
	When recorded, return to: NBD Bank
	One Indiana Square
Indiuanapolis, Indiana 46266	
NBD 118-2991 Rev. 1/95	
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