

JT/HO 20830-1.

3

AMOUNT \$ 85,600.00

NUMBER 16019869

**INDIANA FEDERAL BANK FOR SAVINGS**

**MORTGAGE**

**THIS INDENTURE WITNESSETH:**

**That CMS DEVELOPERS INC**

Of Cook County, in the State of Illinois, Hereinafter called the "Mortgagors",  
Mortgage and Warrant to the

**INDIANA FEDERAL BANK FOR SAVINGS**

of Porter County, Indiana, a United States of America Corporation, hereinafter called the  
"Mortgagee," the following described real estate in Lake County, in the State of Indiana,  
to-wit:

Part of Lot 2, Replat of Lot 2 in Forest Park at 38th, a Planned Unit Development in the Town  
Highland, as per plat thereof, recorded in Plat Book 77 page 55, and amended by Certificate  
Amendment recorded July 27, 1995 as Document No. 95041984, and as revised by revised plat,  
recorded in Plat Book 79, page 31, and as corrected by plat of correction recorded in Plat  
79, page 47, and as corrected by plat of correction, recorded in Plat Book 79, page 70 in the  
Office of the recorder of Lake County, Indiana, being more particularly described as follows:  
Commencing at the Southeast corner of said Lot 2; thence North 00 degrees 53 minutes 45 seconds  
East, along the East line of said Lot 2, a distance of 135.50 feet; thence North 89 degrees 00  
minutes 15 seconds West, a distance of 23.50 feet, to the point of beginning; thence continuing  
North 89 degrees 06 minutes 12 seconds West, a distance of 45.00 feet; thence North 00 degrees 53  
minutes 45 seconds East, parallel with the East line of said Lot 2, a distance of 27.50 feet;  
thence South 89 degrees 06 minutes 15 seconds East, a distance of 45.00 feet; thence South 00  
degrees 53 minutes 45 seconds West, parallel with the East line of said Lot 2, a distance of  
27.50 feet, to the point of beginning, commonly known as 8941 Price Circle.

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together with all buildings, improvements, fixtures or appurtenances now or hereafter erected  
thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in  
single units or centrally controlled, used to supply heat, gas, air conditioning, water, light,  
power, refrigeration, ventilation or other services, and any other thing now or hereafter  
therein or thereon, including screens, window shades, storm doors and windows, floor coverings,  
screen doors, in-a-door beds, awnings, stoves, and water heaters (all of which are intended to be  
and are hereby declared to be a part of said real estate); and also together with all easements  
and the rents, issues and profits of said premises which are hereby pledged, assigned,  
transferred and set over unto the Mortgagee. The Mortgagee is hereby subrogated to the rights of  
all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

To have and to hold the said property, with said buildings, improvements, fixtures,  
appurtenances, apparatus and equipment, and with all the rights and privileges thereunto  
belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and  
benefits under the the homestead, exemption and valuation laws of any State, which said rights  
and benefits said Mortgagors do hereby release and waive.

The said Mortgagors have borrowed of said Mortgagee the sum of Eighty Five Thousand Six  
Hundred and 00/100----(\$85,600.00) Dollars, as evidenced by a promissory note of even date  
herewith, executed by the Mortgagors an payable to the order of the Mortgagee at its office in  
the City of Valparaiso, Indiana, on or before thirty (30) years after date, with interest thereon  
as provided in said note; and this mortgage is given to secure the performance of all the  
conditions and stipulations of this agreement, and for the purpose of securing the payment of the  
aforesaid indebtedness when the same becomes due, and in accordance with the terms therein and  
herein stipulated.

As the express conditions under which this transaction is made and this mortgage accepted,  
each of said conditions being of the essence hereof, the Mortgagors do hereby further covenant  
and agree as follows:

1. To pay the indebtedness as provided in said note and this mortgage.
2. To keep the buildings located on said real estate insured against loss from any and  
all hazards deemed necessary by the Mortgagee, for the benefit of the Mortgagee, and in such  
companies and amounts as shall be acceptable to the Mortgagee; each of said policies of insurance  
to have attached thereto a mortgage clause, as prescribed by said Mortgagee, making such  
insurance payable to said Mortgagee "as its interest may appear," and to continue to insure such  
property in such manner during the existence of said obligation; and pay all premiums, taxes,  
special improvement assessments and other charges on said real estate before the same shall  
become delinquent, and any other expense caused by reason of this loan, and upon default of such  
payments the Mortgagee may pay the same and charge the amount thereof to the Mortgagors by adding  
the same to the unpaid principal of the debt secured hereby, and in the case of the foreclosure  
of the mortgage the Mortgagee may have the Abstract of Title brought down to the date or provide  
itself with a Preliminary Title Insurance Certificate down to date covering the mortgaged  
premises and the cost thereof may be added to the cost of the foreclosure proceedings, and all  
such costs and charges to be paid or advanced by the Mortgagors shall be a lien against such  
mortgaged property, and any such Abstract of Title or Title Guarantee Policy furnished in  
connection with the terms of this mortgage and all hazard insurance policies of said property  
shall become the absolute property of the said Mortgagee.

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STATE OF INDIANA  
LAKE COUNTY  
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MARSHALL C. O'NEILL  
RECORDER

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3. The Mortgagors further covenant and agree that the Mortgagee may, at any time and without giving of any notice thereof to said Mortgagors, require said Mortgagors to pay to the Mortgagee, together with and in addition to the monthly installments of principal and interest as provided in the promissory note for which this mortgage is given to secure, on the 1st day of each month until the indebtedness evidenced hereunder is paid in full, a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the above described real estate, plus taxes and special assessments next due on said real estate (all as estimated by the Mortgagee), less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and special assessments will become delinquent, such sums to be held by the Mortgagee in trust to pay said premiums, taxes and special assessments.

4. That if the total of the payments made by the Mortgagors under the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee for premiums, taxes and special assessments, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments for such item to be made by the Mortgagors. If, however, the monthly payment made by the Mortgagors under the preceding paragraph shall not be sufficient to pay such premiums, taxes and special assessments, as the case may be, when the same shall become due and payable, then the Mortgagors shall pay to Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such premiums, taxes or special assessments shall be due.

5. That should any default be made in the payment of principal or interest, or in the the performance of any other covenant of this mortgage, securing the debt or any part thereof, when the same is payable, or the time of performance has arrived as above provided, then all the remainder of the aforesaid principal sum, with all arrearages of interest, taxes, special improvement assessments, governmental levies, insurance premiums, and sums paid pursuant to the provisions hereof shall at the option of the Mortgagee, its successors, and assigns, become immediately payable thereafter, without notice or demand, and should such arrearages as heretofore stated continue for a period of three months or more, this mortgage may be foreclosed, and upon foreclosure the court may appoint a receiver.

6. This mortgage also secures the payment of any additional loans and all notes evidencing the same made by the Mortgagee, at its option, to the Mortgagors, or to their successors in title to said mortgaged premises, in an amount not to excess of the sum of \$-0-, provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the mortgage.

7. The Mortgagors further agree to keep said premises in good condition and repair, without waste and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; that they will not make, suffer or permit any unlawful use of or any nuisance to exist on said property not to diminish nor impair its value by any act or omission of act; that they will comply with all requirements of law with respect to mortgaged premises and the use thereof. Mortgagors further agree that should they abandon such property or upon foreclosure proceedings being instituted by any other lien holder, then in either of such events the entire indebtedness hereby secured, at the option of the Mortgagee, and without any notice of declaring of said option, shall at once become due and payable, and this mortgage at the option of the Mortgagee may be foreclosed; and the Mortgagee herein may take immediate possession and control of said premises.

8. That in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagors, the Mortgagee, its successors and assigns may, without notice to the Mortgagors, deal with such successor or successors in interest with reference to this mortgage and debt hereby secured in the same manner as with the Mortgagors, without in any way vitiating or discharging the Mortgagors' liability hereunder, or upon the debt hereby secured. The Mortgagee at its sole option may extend the time for the payment of said indebtedness, or reduce the payment thereon, and any such extension or reduction shall not release the Mortgagors or their assigns, or affect the original liability of the Mortgagors herein either in whole or in part.

9. It is further agreed that if the Mortgagors herein desire to sell or dispose of the property herein described, they will, together with the purchaser, at the office of the Mortgagee, have this contract transferred, and the said purchaser shall assume the payments thereon as heretofore set out. Otherwise, the indebtedness secured by this Mortgagee shall become immediately due and payable.

10. If the proceeds of the loan made by the Mortgagee to the Mortgagor, the repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by the Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon said premises, or any part thereof, then the Mortgagee shall be subrogated to any additional security held by the holder of such lien or such lien or encumbrance.

11. Any person, firm or corporation taking a junior mortgage, or other lien, upon said real estate, shall take the said lien subject to the rights of the Mortgagee herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of said junior lien and without the line of this mortgage losing its priority over any such junior lien.

12. That the Mortgagee may employ counsel for advice or other legal service in connection with any dispute as to the debt hereby secured or the lien of this Contract, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien, and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonable estimate amounts to conclude the transactions, shall be added to and be a part of the debt hereby secured.

13. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken, and all condemnation compensations so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagors or their assigns.

14. This mortgage is made subject to all regulations and by-laws of said Mortgagee (which are hereby ratified and made part of this Contract) and all amendments that may be made thereto before the final payment of this indebtedness. Notice of the exercise of any option granted to the Mortgagee herein, or in the note secured hereby, is not required to be given. All sums payable hereunder shall be without relief from valuation and appraisal laws and with attorney's fees.

15. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any matter affect the right of Mortgagee to require or enforce performances of the same or any other of said covenants.

16. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transfer thereof whether by operation of the law or otherwise.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals this 2ND day of DECEMBER, 19 96.

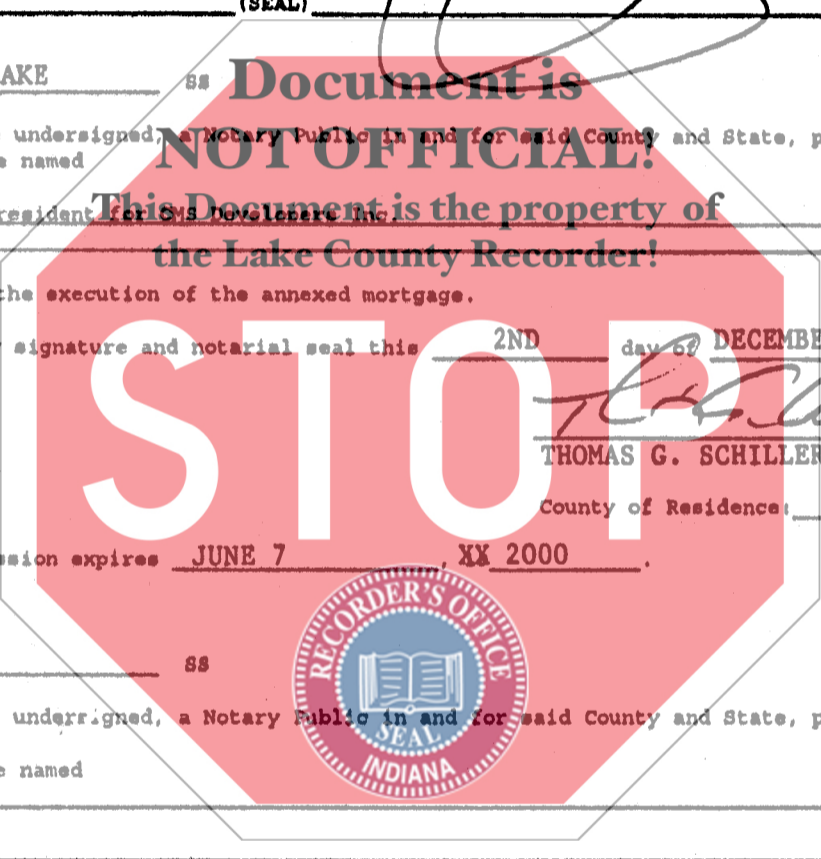
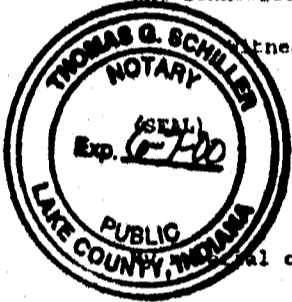
\_\_\_\_\_(SEAL) SMS DEVELOPERS INC \_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL) Clyde D. Sana, President \_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

STATE OF INDIANA  
COUNTY OF LAKE ss

Before the undersigned, a Notary Public in and for said County and State, personally appeared the above named

Clyde D. Sana as President for SMS Developers Inc.

and acknowledged the execution of the annexed mortgage.  
Witness my signature and notarial seal this 2ND day of DECEMBER, 1996.



Thomas G. Schiller  
THOMAS G. SCHILLER Notary Public  
County of Residence: LAKE

My notarial commission expires JUNE 7, XX 2000.

STATE OF INDIANA  
COUNTY OF \_\_\_\_\_ ss

Before the undersigned, a Notary Public in and for said County and State, personally appeared the above named

and acknowledged the execution of the annexed mortgage.  
Witness my signature and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(SEAL) \_\_\_\_\_  
Notary Public  
County of Residence: \_\_\_\_\_

My notarial commission expires \_\_\_\_\_, 19\_\_\_\_\_.

This document was prepared by Gary T. Brownlee as Senior Vice President for Indiana Federal Bank.