97.NO -6 AHIO: 13

M-63322



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

a diameter	This	Mortgage is made on	YAM	28, 1997	, between the Mortgagor	
(E)Chicago Title Insurance Comp	JAMES M. BUNGE AND KAMIE S. BUNGE					
	who	se address is125	46 PARRISH AVE	, CEDAR LAKE, IN 4	63039260 and the Mortgagee, NBD Bank, N.A.	
	a na	tional banking association,	whose address is	ONE INDIANA SQUAR	E, 7152, INDIANAPOLIS, IN 46266	
		Definitions.			•	
	(1) The words "Borrower" means each person, who signed the loan agreement described below under "Security"					
	(2) The words "Mortgagor", "you" or "yours" mean each Mortgagor, whether sin (3) The words "we", "us", "our" and "Bank" mean the Mortgagee and its success					ter single or joint, who signs below.
	(4) The word "Property" means the land described below. Property includes all buildings and improvements now of built in the future. Property also includes anything attached to or used in connection with the land or attached or used ture, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal may have as owner of the land, including all mineral, oil, gas and/or water rights.					
	(B)	Security.	/			
		extensions, amendments, r	enewals, modifications,	refinancings and/or replaces	TAL AMOUNT of \$ 25,000.00 including al ments of that loan agreement, you mortgage and warrant of CRDAR LAKE, LAKE	
		County, Indiana, described as: This Document is the property of				
		SEE ADDENDUM		ke County Reco		

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

- (1) Perform all duties of this Mortgage.
- (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 pay them, if we choose, and add what we have paid to the amount owed us under the loan agreement, with interest, to be paid as provided in the loan agreement.
- (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, 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 change the Property.

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- (5) Keep the Property insured against loss or damage caused by fire or other hazards 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 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 paid to the amount owed us under the loan agreement with interest to be paid as provided in the loan agreement. At our option, the insurance proceeds may be applied to the balance of the loan, whether or not due, or to the rebuilding of the Property.
- (6) Keep the Property covered by flood insurance if it is located in a specially designated flood hazard zone.



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- (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. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of any hazardous 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 if Borrower fails to meet the terms of the loan agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in the loan agreement including, but not limited to, those stated in the Default, Remedies on Default, and/or Reducing the Credit Limit paragraphs or as otherwise provided by applicable law. If we accelerate the outstanding balance and demand payment in full, 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 expenses 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 owed us under the 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 is owed us under the loan agreement is due immediately.
- (G) Eminent Domain. In the event of any taking under the power of eminent domain, you assign the entire proceeds of any award or payment and any interest to us.
- (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. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect. We may, at our option, extend the time of payment of any part or all of the indebtedness secured by this Mortgage, reduce the payments or accept a renewal note, without the consent of any junior lienholder. No such extension, reduction or renewal shall impair the lien or priority of this Mortgage, nor release or discharge this Mortgage.

By Signing Below, You Agree to All the Terms of This Mortg X Wortgagor JAMES M BUNGE AND	Amus Surference Surger
STATE OF INDIANA)	E P / C
COUNTY OF Lake	DESCRIPTION OF THE PROPERTY OF
The foregoing instrument was acknowledged before me on this	
by JAMES H. BUNGE AND KANTE S	BUNGS , Mortgagors.
Drafted by:	Floy P. Holst
DIANE L GORDON	Take Courte Indiana
one indiana square, suite m1304	Notary Public, Lake County, Indiana
INDIANAPOLIS, IN 46266	My Commission Expires: January 31, 2001
	My County of Residence: Lake
	When recorded, return to:
71201105264 90W 16P	NRD - HOME EQUITY CENTER

NBD - HOME EQUITY CENTER ONE INDIANA SQUARE, SUITE M1304 INDIANAPOLIS, IN 46266 M-63322



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Document is

That Part of the North 12.66 acres of the South 25.32 acres of the Northeast Quarter of Section 21, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, and described as beginning at a point on the North line of said North 12.66 acres of the South 25.32 acres at a point 340.31 feet East of the Northwest corner of said North 12.66 acres of the South 25.32 acres of the Northeast Quarter of the Northeast quarter and running thence East on the North line of said North 12.66 acres of the South 25.32 acres for a distance of 325 feet; thence South 170.5 feet to the center line of a 16 foot roadway and easement for utilities; thence Southwest in a straight line 325.85 feet; thence North 193.5 feet to the point of beginning.



DATE. 5-28-97

TYTLE HOLDERS

ADDRESS OF PROPERTY USED AS SECURITY

James M. Bunge

12546 Papaish Ave.

-Coccan/Jake, IN-46303

TILE HOLDERS