

del # M-63828

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97070760

97 OCT 17 PM 1:01

MORRIS V. CARTER  
RECORDER

Chicago Title Insurance Company



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

This Mortgage is made on OCTOBER 09, 1997, between the Mortgagor,

FRANKLIN MOSS DELORIS MOSS

whose address is 2423 WABASH AVE, GARY, IN 464041361 and the Mortgagee, NBD Bank, N.A.,

a national banking association, whose address is ONE INDIANA SQUARE, 7152, INDIANAPOLIS, IN 46266.

**(A) 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 single or joint, who signs below.
- (3) The words "we", "us", "our" and "Bank" mean the Mortgagee and its successors or assigns.
- (4) 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 10/09/97 for credit in the TOTAL AMOUNT of \$ 7,229.50, 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 CITY of GARY, LAKE County, Indiana, described as:

**ADDENDUM ATTACHED**

**(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.
- (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.

**BANK COPY**

72551526007 90M

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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 Mortgage.

Franklin Moss  
Mortgagor  
**FRANKLIN MOSS**

Deloris Moss  
Mortgagor  
**DELORIS MOSS**

STATE OF INDIANA )  
COUNTY OF LAKE )

The foregoing instrument was acknowledged before me on this 9TH day of OCTOBER 1997.

by FRANKLIN MOSS DELORIS MOSS, Mortgagors.

Drafted by:  
**MARY A LANE**  
**ONE INDIANA SQUARE, SUITE M1304**  
**INDIANAPOLIS, IN 46266**

X Matthie J. Scott  
Matthie J. Scott  
Notary Public, LAKE County, Indiana  
My Commission Expires: 3-10-2000  
My County of Residence: LAKE

When recorded, return to:

72551526007 90M

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

Order# M-63828

ADDENDUM

2423 WABASH AVENUE

PART OF LOTS 22 AND 23, BLOCK 2, RESUBDIVISION OF GARY LAND COMPANY'S 6th SUBDIVISION, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 14, PAGE 21, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTHEASTERLY LINE OF SAID LOT 22 AT A POINT 13 FEET NORTHWESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 22; THENCE SOUTHEASTWARDLY ALONG THE NORTHEASTERLY LINES OF SAID LOTS 22 AND 23 A DISTANCE OF 40 FEET, MORE OR LESS, TO A POINT 3 FEET NORTHWESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 23; THENCE SOUTHWESTWARDLY PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 23, A DISTANCE OF 125 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF SAID LOT 23, THENCE NORTHWESTWARDLY ALONG THE SOUTHWESTERLY LINES OF SAID LOTS 23 AND 22 A DISTANCE OF 40 FEET, MORE OR LESS, TO A POINT 13 FEET NORTHWESTERLY FROM THE SOUTHEAST CORNER OF SAID LOT 22; THENCE NORTHEASTWARDLY, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 22, A DISTANCE OF 125 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

Franklin Moss

FRANKLIN MOSS

10-9-97

DATE

Deloris Moss

DELORIS MOSS

10-9-97

DATE