

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MORRIS V. CARTER  
RECORDER



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

This Mortgage is made on OCTOBER 29, 1997, between the Mortgagor,

CONNIE S VANLONE AND SHIRLEY M VANLONE

whose address is 7150 E 86TH CT, MERRILLVILLE, IN 464107419 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 10/29/97 for credit in the TOTAL AMOUNT of \$ 30,000.00, 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 MERRILLVILLE, LAKE County, Indiana, described as:

**LOT 26, ROSS MEADOW FARMS, AN ADDITION TO THE TOWN OF MERRILLVILLE,  
AS SHOWN IN PLAT BOOK 47, PAGE 45, IN LAKE COUNTY, INDIANA.**

**15-472-26 TAX UNIT NO. 8**

**(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.

35-00  
et

Chicago Title Insurance Company

(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.

X Connie S. Van Lone  
Mortgagor  
CONNIE S VANLONE

X Shirley M. Van Lone  
Mortgagor  
SHIRLEY M VANLONE

STATE OF INDIANA )  
COUNTY OF LAKE )

The foregoing instrument was acknowledged before me on this 29TH day of OCTOBER 1997

by CONNIE S VANLONE AND SHIRLEY M VANLONE, Mortgagors.

Drafted by:  
MARY ANN KOENIG  
ONE INDIANA SQUARE, SUITE M1304  
INDIANAPOLIS, IN 46266

X Karlene Luckiewicz

Notary Public, Lake County, Indiana

My Commission Expires: KARLENE LUCKIEWICZ

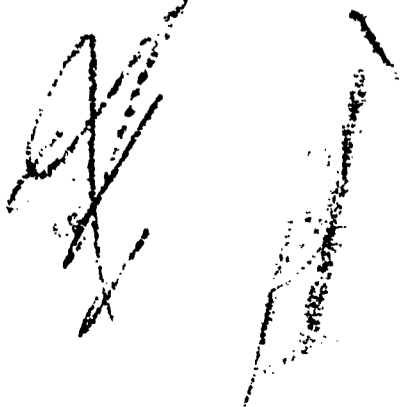
My County of Residence: NOTARY PUBLIC, Lake County, Indiana

My commission expires August 27, 1999

When recorded, return to: Resident of Porter County, Indiana

73011612565 11P

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



## REAL ESTATE MORTGAGE

**THIS INDENTURE WITNESSES THAT CONNIE S. VAN LONE a/k/a CONSTANCE S. VAN LONE and SHIRLEY M. VAN LONE AS JOINT TENANTS WITH WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON as to the following real estate and improvements ("Mortgagors"), mortgage and warrant to SHIRLEY M. VAN LONE ("Mortgagee"), the following real estate and improvements in Lake County, State of Indiana, to-wit:**

Lot 26 in Ross Meadow Farms, an addition to the Town of Merrillville, as per plat thereof, recorded April 15, 1977 in Plat Book 47 page 45, in the Office of the Recorder of Lake County, Indiana, commonly known as 7150 East 86th Court, Merrillville, Indiana 46410,

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

1. To secure full and timely performance of all obligations of CONNIE S. VAN LONE a/k/a CONSTANCE S. VAN LONE and THOMAS J. BEFORT under a certain Indemnity Agreement between CONNIE S. VAN LONE a/k/a CONSTANCE S. VAN LONE and THOMAS J. BEFORT, as "Borrowers Therein", and SHIRLEY M. VAN LONE, as "Mortgagor Therein", entered into on the 29th day of October, 1997, whereby said Borrowers Therein unconditionally, jointly and severally promise and agree to protect, save and hold said Mortgagor Therein harmless from all liability or loss as provided for in said Indemnity Agreement, and whereby said Borrowers Therein unconditionally, jointly and severally agree to indemnify and pay said Mortgagor Therein as provided for in said Indemnity Agreement.

2. Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagors further covenant and agree as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as

may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof. In the event of destruction of part or all of the improvements by fire or other casualty, the application of insurance loss proceeds to the unpaid balance of the indebtedness secured by this mortgage or to the repair or replacement of part or all of the improvements shall be at the sole discretion of Mortgagee.

2. To timely pay all real estate taxes and assessments and all assessments and charges for public improvements or services and to permit no lien or encumbrance which would impair or threaten to impair the security given by this mortgage to attach to the real estate or improvements. To timely pay all amounts required to be paid and timely perform all acts required to be performed under the terms of the first mortgage on the premises.

3. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any improvements, fixtures and/or appliances, now or hereafter placed on said premises; and to keep said real estate and present and future improvements thereon in good repair and condition, normal and ordinary wear and tear excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor use or permit the use of the real estate or improvements in any manner or for any purpose that violates any State or Federal law, local ordinance, or other government regulation.

4. The holder of this obligation may renew the same or extend the time of payment of the indebtedness, or any part thereof, or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.

5. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

6. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.

7. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment under the note or any payment required

to be paid by Mortgagor under the mortgage when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.

8. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of eight per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

9. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

10. Mortgagor shall not assign, sell, pledge, mortgage, or otherwise alienate the real estate and improvements, Mortgagor's interest in the real estate and improvements or its obligations under this mortgage, or the promissory indebtedness secured thereby, and in the event of any such assignment, sale, pledge, or alienation, the entire unpaid balance of the promissory indebtedness secured by this mortgage and all amounts payable pursuant to the terms of the mortgage shall become immediately due and payable.

11. Mortgagor shall comply strictly and in all respects with the requirements of the Hazardous Waste Laws, Clean Air Act and related regulations and with all similar laws and regulations now in effect or as amended or modified hereafter, and shall notify Mortgagee immediately in the event of any Spill or the discovery of any hazardous substance at, upon, under or within the Mortgaged Property. A spill, for purposes of this mortgage, means any discharge, spillage, uncontrolled loss, seepage or filtration (a "Spill") of oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous waste or hazardous substances, as those terms are used in the Comprehensive Environmental Response Compensation and

Liability Act of 1980 or in any other federal, state or local law governing hazardous substances, as such laws may be amended from time to time (collectively, the "Hazardous Waste Laws"), at, upon, under or within the Mortgaged Property. Mortgagor shall promptly forward to Mortgagee copies of all orders, notices, permits, applications or other communications and reports in connection with any Spill or the presence of any hazardous substance or any other matters relating to the Hazardous Waste Laws, Clean Air Act, or any similar laws or regulations, as they may affect the Mortgaged Property. Mortgagor shall at all times indemnify and hold harmless Mortgagee against and from any and all claims, Suits, actions, debts, damages, costs, charges, losses, obligations, judgments, and expenses, of any nature whatsoever, suffered or incurred by Mortgagee, whether as Mortgagee of this Mortgage, as Mortgagee in possession, or as successor-in-interest to Mortgagor by foreclosure deed or deed in lieu of foreclosure, under or on account of the Hazardous Waste Laws, Clean Air Act, or any similar laws or regulations, including the assertion of any lien thereunder: (i) with respect to any Spill, the threat of any Spill, or the presence of any hazardous substance affecting the Mortgaged Property whether or not the same originates or emanates from the Mortgaged Property, including any loss of value of the Mortgaged Property as a result of any of the foregoing; and (ii) with respect to any other matter affecting the Mortgaged Property within the jurisdiction of the Environmental Protection Agency, any other federal agency, or any state or local environmental agency. Mortgagor's obligations under this Section shall arise upon the discovery of the presence of any hazardous substance under the Hazardous Waste laws, and/or the Clean Air Act, whether or not the Environmental Protection Agency, any other federal agency or any state or local environmental agency has taken or threatened any action in connection with the presence of any hazardous substance. If Mortgagee, or someone on Mortgagee's behalf, retains the services of an attorney in connection with the subject of indemnity herein, Mortgagor shall pay Mortgagee's costs and reasonable attorney fees thereby incurred. Mortgagee may employ an attorney of Mortgagee's own choice.

12. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

DATED this 29<sup>th</sup> day of October, 1997.


Connie S. Van Lone a/k/a Constance S. Van Lone  
Connie S. Van Lone a/k/a Constance S. Van Lone

Shirley M. Van Lone  
Shirley M. Van Lone

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF LAKE     )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, this 29th of October, 1997, personally appeared **CONNIE S. VAN LONE a/k/a CONSTANCE S. VAN LONE** and **SHIRLEY M. VAN LONE** and acknowledged the execution of the foregoing mortgage.

IN WITNESS WHEREUNTO I have subscribed my name and affixed my official seal.

  
\_\_\_\_\_, Notary Public  
Resident of Porter County

**KARLENE LUCKIEWICZ**  
NOTARY PUBLIC, Lake County, Indiana  
My commission expires August 27, 1999  
Resident of Porter County, Indiana

My Commission Expires:  
8-27-99

This instrument prepared by Attorney James T. Walker, 99 East 86th Avenue, Suite E, Merrillville, Indiana 46410

MAIL TO: J. T. Walker, 99 East 86th Ave., Suite E, Merrillville, Indiana 46410

## INDEMNITY AGREEMENT

**THIS INDEMNITY AGREEMENT** is made and given, jointly and severally, on this 29 day of October, 1997 by **CONNIE S. VAN LONE a/k/a CONSTANCE S. VAN LONE** and **THOMAS J. BEFORT** (hereinafter "Borrowers") to **SHIRLEY M. VAN LONE** (hereinafter "Mortgagor");

### WITNESSETH:

**WHEREAS**, Borrowers desire to borrow the sum of \$30,000 from **NBD Bank, N.A.** (hereinafter the "Loan");

**WHEREAS**, **NBD Bank N.A.** is unwilling to make the Loan to Borrowers unless the Loan is secured by a mortgage on certain real estate and improvements owned by Mortgagor and **CONNIE S. VAN LONE a/k/a CONSTANCE S. VAN LONE**, one of the Borrowers (hereinafter the "Loan Mortgage"), and legally described as follows:

Lot 26 in Ross Meadow Farms, an addition to the Town of Merrillville, as per plat thereof, recorded April 15, 1977 in Plat Book 47 page 45, in the Office of the Recorder of Lake County, Indiana, commonly known as 7150 East 86th Court, Merrillville, Indiana 46410,

(hereinafter the "Real Estate").

**WHEREAS**, **NBD Bank N.A.** is also unwilling to make the Loan to Borrowers unless an existing second mortgage on the Real Estate in favor of Mortgagor is subordinated to and placed in third position behind the Loan Mortgage to secure repayment of the Loan to Borrowers;

**WHEREAS**, Borrower, **THOMAS J. BEFORT**, acknowledges and agrees that he has no legal or equitable interest of any kind whatsoever in the Real Estate and acknowledges and agrees that he will not acquire such interest and that no such interest will be created or claimed as a result of any payments made on the Loan or Loan Mortgage, any payments made under this Indemnity Agreement, or any payments made in the past or in the future toward living expenses in connection with the Real Estate (including but not limited to payments toward the first mortgage on the Real Estate of any kind and amount, utility payments of any kind and amount, and other payments toward living expenses of any kind and amount);

**WHEREAS**, Borrowers desire to unconditionally, jointly and severally make and give this indemnity to Mortgagor to induce her to grant **NBD Bank N.A.** the Loan



Mortgage and to induce her to subordinate the existing second mortgage to the Loan Mortgage. ;

**WHEREAS**, Mortgagor is unwilling to grant NBD Bank N. A. the Loan Mortgage and unwilling to subordinate the existing second mortgage to the Loan Mortgage unless Borrowers make and give this indemnity;

**NOW, THEREFORE**, Borrowers, jointly and severally, promise and agree with Mortgagor as follows:

1. Mortgagor shall execute the Loan Mortgage, together with CONNIE S. VAN LONE a/k/a CONSTANCE S. VAN LONE, one of the Borrowers, to secure repayment of the Loan, and Mortgagor shall subordinate the existing second mortgage on the Real Estate to the Loan Mortgage.

2. As an inducement to Mortgagor to take the action required by 1. , above, Borrowers hereby unconditionally, jointly and severally promise and agree for the benefit of Mortgagor to timely and fully repay the Loan according to the terms of the Loan together with all interest, charges and costs thereon, and to protect, save and hold Mortgagor and Mortgagor's interest in the Real Estate harmless from any and all liability or loss of any kind or nature whatsoever arising from or in any way related to the Loan Mortgage granted to secure the Loan and/or from the subordination of the existing second mortgage on the Real Estate to the Loan Mortgage and/or from the Borrowers' failure to timely and fully repay the Loan according to its terms, together with all interest, charges and costs thereon, and Borrowers further unconditionally, jointly and severally, promise and agree to indemnify and pay Mortgagor for any and all liability and loss of any kind or nature whatsoever arising from or in any way related to the Loan Mortgage or the Loan, and/or from the subordination of the existing second mortgage on the Real Estate to the Loan Mortgage, and/or from the Borrowers' failure to timely and fully repay the Loan according to its terms together with all interest, charges and costs thereon. Borrowers' further unconditionally, jointly and severally, promise and agree to indemnify and pay Mortgagor for any and all attorneys' fees, costs, expenses, judgments, liability, damages and loss suffered, paid or incurred in connection with the investigation, prosecution of any and all claims arising from or in any way related to the Loan and/or the Loan Mortgage and/or from the subordination of the existing second mortgage on the Real Estate to the Loan Mortgage.

3. As an inducement to Mortgagor to take the action required by 1. , above, CONNIE S. VAN LONE a/k/a CONSTANCE S. VAN LONE, one of the Borrowers, has executed and delivered to Mortgagor a Mortgage to the Real Estate to secure full and timely performance of all obligations Borrowers under this Indemnity Agreement (hereinafter the "Security Mortgage"), which Security Mortgage shall be subordinated in lien and operation to the Loan Mortgage. Mortgagor is authorized by CONNIE S. VAN LONE a/k/a CONSTANCE S. VAN LONE to record the Security Mortgage and to take such other action with respect to the Security Mortgage as may be necessary to perfect the security interest of Mortgagor in the Real Estate created by the Security Mortgage.

4. Borrower, THOMAS J. BEFORT, hereby acknowledges and covenants and agrees that he has no legal or equitable interest and claims no legal or equitable interest of any kind whatsoever in the Real Estate and acknowledges and agrees that

he will not acquire such interest and that no such interest will be created in him or claimed by him as a result of or arising out of any payments made on the Loan or Loan Mortgage, any payments made under this Indemnity Agreement, or any payments made in the past or in the future toward living expenses in connection with the Real Estate (including but not limited to payments toward the first mortgage on the Real Estate of any kind and amount, utility payments of any kind and amount, and other payments toward living expenses of any kind and amount).

5. This Indemnity Agreement shall inure to the benefit of Mortgagor and her successors, assigns and personal representatives, and shall bind and obligate Borrowers and their successors, assigns and personal representatives. The benefit and obligations of this Indemnity Agreement shall also run with the Real Estate and bind all successive legal and equitable beneficial owners thereof.

Borrowers and Mortgagor have executed this instrument at Merrillville on the day and year first above written.

BORROWERS

MORTGAGOR

Connie S. Van Lone a/k/a Constance S. Van Lone  
Connie S. Van Lone a/k/a  
Constance S. Van Lone

Shirley M. Van Lone  
Shirley M. Van Lone

Thomas J. Befort  
Thomas J. Befort

STATE OF INDIANA     )  
                                  )     SS:  
COUNTY OF LAKE     )

BEFORE ME, a Notary Public in and for said County and State, personally appeared CONNIE S. VAN LONE a/k/a CONSTANCE S. VAN LONE and THOMAS J. BEFORT, and personally appeared SHIRLEY M. VAN LONE, and each executed the foregoing Indemnity Agreement and acknowledged said execution as their free and voluntary act and deed.

IN WITNESS WHEREOF, I have set my hand and affixed my seal this 29<sup>th</sup> day of October, 1997.

Patricia M. Pastoret  
\_\_\_\_\_, Notary Public  
Resident of Porter County

My Commission Expires:

**PATRICIA M. PASTORET**  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires April 3, 1998  
Resident Of Porter County, Indiana

This instrument prepared by Attorney James T. Walker, 99 East 86th Avenue, Suite E, Merrillville, Indiana 46410

MAIL TO: James T. Walker, 99 East 86th Avenue, Suite E, Merrillville, IN 46410

**AGREEMENT FOR SUBORDINATION  
OF MORTGAGE**

**THIS AGREEMENT** is made on October 29, 1997, by and among **SHIRLEY M. Van LONE** (the "Existing Mortgagee"), **NBD BANK, N.A.** (the "New Mortgagee"), and **SHIRLEY M. Van LONE** and **CONNIE S. Van LONE** (the "Owners").

Owners are the owners of a certain fully improved parcel of land, situated in Lake County, Indiana, fully described as:

Lot 26, Ross Meadow Farms, an Addition to the Town of Merrillville, as shown in Plat Book 47, page 45, in Lake County, Indiana.

Owners, by an instrument dated February 28, 1997, granted and conveyed to the Existing Mortgagee, a mortgage encumbering the Property (the "Existing Mortgage"), securing the payment of \$30,000 with interest. The Existing Mortgage was recorded on March 25, 1997 in the Office of the Recorder of Lake County, Indiana, as Document Number 97018052.

Owners, by an instrument dated 10-29, 1997, granted and conveyed to the New Mortgagee, a mortgage encumbering the Property (the "New Mortgage"), securing the payment of \$30,000, with interest. The New Mortgage was recorded on 10-29, 1997 in the Office of the Recorder of Lake County, Indiana, as Document Number \_\_\_\_\_.

The parties desire that the lien of the Existing Mortgage shall be postponed in lien and operation, in the full amount, to the lien and operation of the New Mortgage.

In consideration of the sum of \$10 and other good and valuable consideration, the receipt of which is acknowledged by the Existing Mortgagee, the parties, intending to be legally bound, agree as follows:

1. The Existing Mortgage is subordinated and postponed in lien, payment and distribution upon any judicial sale of the Property to the lien of the New Mortgage to the full extent and in the aggregate amount of all advances made by the New Mortgagee.

2. The subordination of the Existing Mortgage to the lien of the New Mortgage shall have the same force and effect as though the New Mortgage had been executed, delivered and recorded in the recording office prior to the execution, delivery and recording of the Existing Mortgage.

3. If any proceedings are brought by the Existing Mortgagee or its successors or assigns against the Property, including foreclosure proceedings on the Existing Mortgage or to execute any judgment on the note or bond that it secures, the judicial sale in connection with the proceedings shall not discharge the lien of the New Mortgage.

4. This agreement shall be binding on and insure to the benefit of the respective heirs, successors and assigns of the parties.

EXECUTED on October 29, 1997, at Merrillville, Indiana.

"Existing Mortgagee"

Shirley M. Van Lone  
Shirley M. Van Lone

"New Mortgagee"

NBD BANK, N.A.

By: P. J. [Signature]  
Merrillville, IN

"Owners"

Connie S. Van Lone  
Connie S. Van Lone

Shirley M. Van Lone  
Shirley M. Van Lone

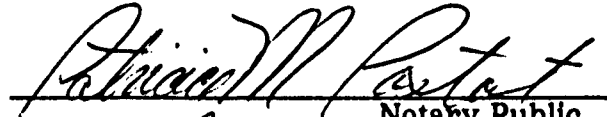
STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared SHIRLEY M. Van LONE and CONNIE S. Van LONE and acknowledged the execution of the foregoing.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this October 29, 1997.

My Commission Expires:

**PATRICIA M. PASTORET**  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires April 3, 1998  
Resident Of Porter County, Indiana

  
\_\_\_\_\_, Notary Public  
Resident of Porter County




STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

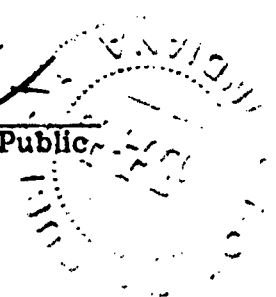
BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared CHARLES P CONNORS, personally known to me to be the VICE PRES. of NBD BANK, N.A., and acknowledged the execution of the foregoing.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this October 29, 1997.

My Commission Expires:

**PATRICIA M. PASTORET**  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires April 3, 1998  
Resident Of Porter County, Indiana

  
\_\_\_\_\_, Notary Public  
Resident of Porter County



This instrument prepared by Attorney James T. Walker of JAMES T. WALKER, PROFESSIONAL CORPORATION, 99 East 86th Avenue, Suite E, Merrillville, Indiana 46410

Return to: James T. Walker, Professional Corporation  
99 East 86th Ave., Suite E  
Merrillville, Indiana 46410