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MORRIS W. CARTER
REC'D



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

This Mortgage is made on DECEMBER 05, 1997, between the Mortgagor, Sand Ridge Bank, an Indiana corporation, as Trustee U/T/a dated 02-08-96 and known as Trust Number 13-7318

whose address is 7631 HAMLIN STREET, CROWN POINT, IN 46307 and the Mortgagee, NBD Bank, N.A.,

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

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(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 12/05/97 for credit in the TOTAL AMOUNT of \$ 25,000.00, 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 City of CROWN POINT, LAKE County, Indiana, described as:

LOT 10 IN NORTHWOODS UNIT NO. 1, IN THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 70 PAGE 28, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

TICOR TITLE INSURANCE
Crown Point, Indiana

(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.

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*Return: NBD Bank
8585 Broadway
Men.*

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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.
~~Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof~~

X _____
Mortgagor

X _____
Mortgagor

Sand ridge bank, an Indiana corporation, as Trustee U/T/A dated 02-08-96 and known as Trust Number 13-7318

STATE OF INDIANA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on this 5TH day of DECEMBER 1997

by _____, Mortgagors.

Drafted by:
FRANK LUCAS
ONE INDIANA SQUARE, SUITE M1304
INDIANAPOLIS, IN 46266

X Mikell A. Sulski

Notary Public, LAKE County, Indiana
My Commission Expires: 2-21-98
My County of Residence: LAKE

When recorded, return to:

73251811424 90M

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

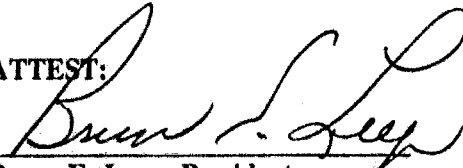
MIKELL A. SULSKI
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires February 21, 1998
Resident Of Lake County, Indiana

THIS MORTGAGE is executed by SAND RIDGE BANK, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any personal liability on SAND RIDGE BANK or on any beneficiaries under said trust agreement to pay this note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either expressed or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property thereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way effect the personal liability of any co-signer, endorser or guarantor of this Note.

Nothing contained herein shall be construed as creating any liability on SAND RIDGE BANK, personally, under the provisions of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (The Act) as amended from time to time, or any Federal, State or Local rule or regulation. SAND RIDGE BANK, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein, the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

DATED: December 8, 1997

ATTEST:


Bruce E. Leep, President

SAND RIDGE BANK, TRUSTEE
OF TRUST #13-7318

By: 
Donald L. Hawkins
Vice President & Trust Officer

STATE OF INDIANA)
)SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Donald L. Hawkins, Vice President and Trust Officer and Bruce E. Leep, President, of the SAND RIDGE BANK, Highland, Indiana, an Indiana State Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer and President, did also then and there acknowledge that they, as custodians of the Corporate seal of said Indiana State Banking Association, did affix the said Corporate seal of said Indiana State Banking Association to the foregoing as their own free and voluntary act, and as the free and voluntary act of said Indiana State Banking Association, as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 8th day of December, 1997.


NOTARY PUBLIC

DEBORAH A ROLLO
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. APR. 4, 1999

