

Bank Calumet
10322 Indianapolis Blvd.
Highland, IN 46322

98026493

STATE OF INDIANA
LAKE COUNTY
FILED

98 APR 15 11:00

MORTGAGE

MORTGAGE

Loan Number 17101

3

THIS INDENTURE, made this, the 9th day of APRIL 1998, by and between **Bailey Engineers, Inc.,** A Corporation incorporated in the State of Pennsylvania, hereinafter sometimes called the "Mortgagor", party of the first part and **Bank Calumet, Hammond, Indiana,** a corporation duly organized and existing under and by virtue of the laws of the United States of America, having its principal office at 5231 Hohman Avenue, Hammond, Indiana 46320, hereinafter sometimes called the "Mortgagee," party of the second part, WITNESSETH:

THAT WHEREAS, in consideration for and to secure the payment of the principal sum of **ONE HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED DOLLARS AND NO/100 (\$125,600.00),** evidenced by that certain mortgage note of even date herewith in said principal amount, payable with interest and in such manner as set forth therein, and all future advances and additional amounts, all of said principal and interest payments being payable in legal tender of the United States of America at such place in the United States of America as the legal holder thereof may from time to time direct, and all principal and interest payments being with attorney's fees and without relief from valuation and appraisal laws of Indiana, and bearing interest after maturity until paid at the highest rate for which it is now lawful to contract in Indiana, which mortgage note shall mature and be due and payable in full on or before the **15TH DAY OF APRIL, 2013.**

NOW THEREFORE, the mortgagor, in consideration of money concurrently loaned as aforesaid, and in order to secure the prompt payment of said principal note and interest, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the mortgagor, does hereby MORTGAGE and WARRANT unto the mortgagee, its successors and assigns, all and singular the real estate situated, lying and being in the COUNTY of LAKE and STATE of INDIANA, known and described as follows:

LOT 2 AND THE NORTH 27 FEET OF LOT 3, PETER W. MEYN'S FIRST ADDITION TO HESSVILLE, IN THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 5, PAGE 25, IN LAKE COUNTY, INDIANA.

A/K/A 6730 KENNEDY AVENUE, HAMMOND, IN 46323

Together with all and singular the tenements, hereditaments, privileges and appurtenances there unto belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; and also all the fixtures of every kind of real estate and premises that are now or may hereafter be placed thereon; and, also all the right, title, interest and estate of the mortgagors in and to said premises hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisal laws of the State of Indiana, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the mortgagors expressly covenant and agree with the mortgagee as follows, to wit:

1. That the mortgagors will pay all the said note and indebtedness herein mentioned according to tenor and effect of said note, and will pay all sums of money hereby secured or intended to be secured, all with attorney's fees and without relief from valuation and appraisal laws.

2. That the mortgagor will keep the buildings, fences, fixtures, improvements and betterments now on said premises, or that may hereafter be erected thereon, in as good condition as at the present time, and will neither commit nor permit waste on said premises, and will neither do nor permit to be done upon said premises anything that may tend to diminish the value thereof.

FA23781

HOLD FOR FIRST AMERICAN TITLE

1340
19
JM

3. That the mortgagor will pay, before the same become delinquent, all taxes, assessments and special assessments of every kind that may be levied upon said premises or part thereof.

4. That the mortgagor will keep all buildings that may be at any time on said premises during the continuance of said indebtedness insured against all fire and windstorm, in such company or companies as may be satisfactory to the mortgagee, and for such amount as the mortgagee may from time to time direct (the loss or damage to be made payable to the mortgagee as its interest may appear), and forthwith upon issuance thereof will deposit such policies with the mortgagee.

5. That in case the mortgagor fails to pay any tax, assessment, or special assessment, or fails to keep the buildings, fences, and fixtures on said premises in good repair and insured as above provided, the mortgagee may pay such taxes, assessments, or redeem said premises from sale for taxes, assessments, or special assessments, make repairs or procure insurance, and may pay, remove or discharge any claim, lien or encumbrance, or may purchase any tax, title or claim against said premises, and protect the title and possession thereof in order to preserve the priority of the line of this mortgage thereon, and may employ attorneys at law to perform any service connected with this mortgage, or to prosecute or defend any suit affecting or involving this mortgage or the title or possession of said premises, and that all monies paid for any such purpose and all security intended to be effected hereby, shall be immediately due and payable with interest thereon at the highest rate of interest permissible by law, and become so much additional indebtedness secured by this mortgage, and the mortgagor agrees to pay all sums so advanced with interest without relief from valuation and appraisal laws; provided, however, that it shall not be obligatory upon the mortgagee to advance money for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessment or special assessments, or tax sales (the receipts of the proper officers being conclusive evidence of the validity and amount thereof), or into the necessity of such repairs.

6. That if default be made in the performance of any of the covenants or agreements herein or in said note contained, on the part of the mortgagor to be kept and performed, then the whole of said indebtedness secured hereby, including all payments for liens, taxes, assessments, special assessments, insurance, attorney's fees, costs, charges or expenses, shall at the election of the mortgagee, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein to the contrary notwithstanding, and thereupon the mortgagee shall have the right (either with or without process of law, using such force as may be necessary) to enter upon and possess, hold and enjoy said property, and to lease the same or any part thereof upon such terms as to it shall seem best, and to collect and receive all rents, issues and profits thereof, and to make alterations, improvements and repairs, effect insurance, pay taxes, assessments and special assessments, and do all such other things as may be deemed necessary for the proper protection of the property, and the mortgagee shall have the right to foreclose this mortgage and shall have all other rights and remedies that the law provides, and sale under foreclosure decree shall be without relief from valuation and appraisal laws.

7. In the event that any payment provided for in the note secured hereby shall become overdue for a period in excess of ten (10) days, the mortgagors agree to pay a "late charge" of 1.00% of the unpaid, outstanding principal balance divided by twelve (12); an example of such a computation is as follows: If the loan balance were \$125,600.00 that amount would be multiplied by 1.00% and divided by 12: $\$125,600.00 \times 1.00\% \div 12 = \104.66

8. That upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the mortgagee, may appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits of said premises during the pendency of such foreclosure, and until the time to redeem the same from foreclosure sale shall expire, and out of rents, issues and profits, to make necessary repairs and to keep the premises in proper condition and repair, and pay all taxes, assessments, and special assessments, to redeem from sale for taxes, assessments and special assessments, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases.

9. That in case suit be brought to foreclose this mortgage, an adequate and reasonable sum shall be allowed to the mortgagee in such proceedings for attorney's fees and the costs of complete title search of said premises which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.

10. That the mortgagee, at its option, may extend the maturity of the note and indebtedness hereby, or any balance due thereon, from time to time, upon written agreement executed by the mortgagor, for such further periods, at such rate of interest, and upon such conditions as may then be agreed upon, and no such extension, and no forbearance or delay of the mortgagee in enforcing any of the provisions of this indenture, shall operate to impair the lien hereof or waive any rights accrued or that might accrue hereunder.

11. That this indenture and the note secured hereby are made and executed under, and are, in all respects, to be construed by the laws of the State of Indiana and that the various rights, powers, options, election, appointments, and remedies herein contained shall be construed as cumulative, and no one of them as exclusive of any other or of any right or remedy allowed by law, and all shall insure to the benefit of the successors and assigns of the mortgagee and of all holders of said note.

12. Said mortgaged premises shall not be sold or transferred without the written consent or the mortgagee, and no contract or agreement shall be entered into by the mortgagors whereby anyone may acquire the right to lien, mortgage or other encumbrance upon the mortgages premises, without the written consent of the mortgagee first had and obtained.

13. That whenever the mortgagor shall have fully paid the indebtedness hereby secured, with all the interest thereon, and up to that time shall have well and truly performed all and singular the covenants and agreements herein undertaken to be performed, then all of such covenants and agreements shall cease and determined (but not otherwise), and the mortgagor or the successors or assigns thereof, shall be entitled to a satisfaction of this mortgage, but shall pay the expense of recording the same.

14. Mortgagor hereby grants to Mortgagee the right to foreclose upon any part, parcel or portion of the real estate described in and subject to this mortgage, notwithstanding any term of provision of this mortgage, or the other loan documents, or any term or provision of law to the contrary, each of which is hereby waived by Mortgagor, provided, however that Mortgagee covenants and agrees that a foreclosure of such part, parcel or portion of the real estate described in and subject to this mortgage, and its sale pursuant to such foreclosure proceedings shall not result in a material diminution in access to the real estate described in and subject to such foreclosure proceedings.

By signing below, borrower accepts and agrees to the terms and covenants contained in this security instrument executed by the borrower and recorded with it.

IN WITNESS WHEREOF, the mortgagor, hereby executes this instrument:

R.K. Miller
Bailey Engineers, Inc. By:
Richard K. Miller, Treasurer

STATE OF INDIANA
COUNTY OF LAKE

BEFORE ME, Kim A. Diaz, a Notary Public in and for said County and State, on this, the 9th day of April, 1998, personally appeared, Richard K. Miller, who acknowledged the execution of the foregoing instrument as her free and voluntary act and deed for the uses and purposes therein set forth. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My commission expires: 2/15/99 My county of residence: LAKE COUNTY

Notary Public Kim A. Diaz
Kim A. Diaz

This instrument was prepared by Robert R. Rossa, Vice President
BANK CALUMET