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**Huntington  
Banks**

**MORTGAGE**

*3*

KNOW ALL MEN BY THESE PRESENTS, that RITA A GENDRICH

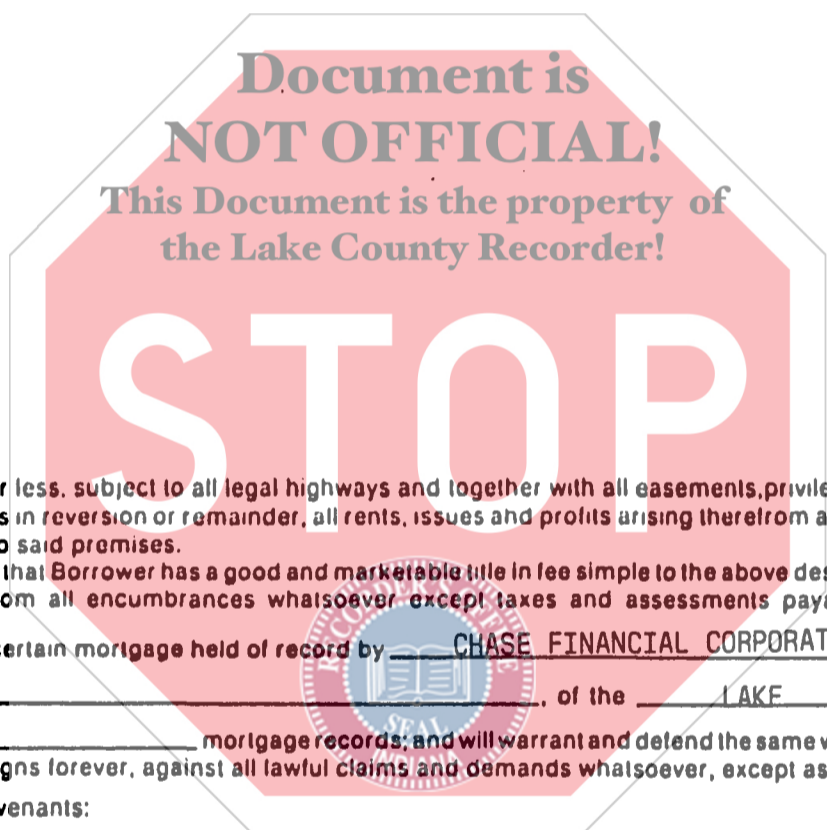
(herein "Borrower"), in consideration of the sum of THIRTY THREE THOUSAND FIVE HUNDRED TWENTY EIGHT AND 98/100

Dollars (\$ 33,528.98)

paid to Borrower by THE HUNTINGTON NATIONAL BANK

\_\_\_\_\_ (herein "Lender"), the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, warrant and convey to the said Lender, its successors and assigns forever, the following described premises:

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT A



98030170

STATE OF INDIANA  
LAKE COUNTY  
FILED  
98 APR 29  
CITY

be the same more or less, subject to all legal highways and together with all easements, privileges and appurtenances thereunto belonging, all estates in reversion or remainder, all rents, issues and profits arising therefrom and all fixtures of every kind, now or hereafter attached to said premises.

Borrower covenants that Borrower has a good and marketable title in fee simple to the above described premises and that the same is free and clear from all encumbrances whatsoever except taxes and assessments payable hereafter.

presently due on a certain mortgage held of record by CHASE FINANCIAL CORPORATION recorded in \_\_\_\_\_ of the LAKE County,

\_\_\_\_\_ mortgage records; and will warrant and defend the same with appurtenances unto Lender, its successors and assigns forever, against all lawful claims and demands whatsoever, except as above noted.

Borrower further covenants:

1. To pay all taxes and assessments against said premises as the same shall become due and payable or, at the request of Lender, to pay to Lender on each installment date a sum equal to the sum of one twelfth (1/12) of the taxes and assessments for the fiscal period for which taxes and assessments are next due and payable, as estimated by Lender. Said deposits shall be held without interest by Lender and the taxes and assessments shall be paid therefrom as they become due and payable to the extent that the deposits are sufficient therefor. Lender assumes no responsibility for the validity of any tax or assessment. In the event such deposits exceed the amount required for the payment of taxes and assessments, Lender may apply a part or all of such excess at such time or times as it may elect to the principal of the indebtedness secured hereby. If such deposits are less than the amount required for the payment of taxes and assessments, Borrower shall, on demand, pay such delinquency.
2. To keep and maintain all buildings now or hereafter situated upon the said premises at all times in good repair and not to commit or suffer to be committed waste upon said premises.
3. To keep the premises insured against loss or damage by fire or windstorm and such other hazards as Lender requires for the benefit of Lender and the holder of any prior mortgage in the aggregate amount of the total mortgage indebtedness encumbering said premises with insurance companies acceptable to Lender, and to deposit the policies of insurance with Lender. Lender is hereby authorized to adjust and compromise any loss covered by such insurance, to collect the proceeds thereof, indorse checks and drafts issued therefor, and to apply such proceeds as a credit upon any part of the indebtedness secured hereby whether then or thereafter becoming due or to permit the use of the same for the purpose of rebuilding or repairing the damaged premises.
4. To perform all the covenants on the part of Borrower to be performed under the provisions of any prior mortgage and upon failure of Borrower to perform such covenants Lender herein, may, at its option do so. Lender shall have a claim against Borrower for all sums so paid by it for Borrower plus interest as hereinafter provided; it being specifically understood that although Lender may take such curative action Borrower's failure to comply with any of the covenants of such prior mortgage shall constitute a breach of a condition of this Mortgage.
5. To make no sale or transfer of the legal title to the premises or any equitable interest therein without obtaining prior written consent of Lender.
6. To pay Lender interest at the same rate as provided for in the promissory note secured hereby on all sums advanced by Lender for the benefit of Borrower pursuant to the provisions hereof.

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7. That Lender is authorized to collect all damages paid and awards made as a result of the appropriation of all or part of said premises, and apply the net proceeds therefrom as a credit upon any part of the indebtedness secured hereby when then due or hereafter becoming due.

8. That upon commencement of any judicial proceeding to enforce any right under this Mortgage, the court in which such proceeding is brought, at any time thereafter, without notice to Borrower or any party claiming under Borrower (such notice being hereby expressly waived) and without reference to the then value of the mortgaged property, to the use of said property as a homestead or to the solvency or insolvency of any person liable for the indebtedness secured hereby or other grounds for extraordinary relief, may appoint a receiver for the benefit of Lender with power to take immediate possession of the mortgaged property, manage, rent and collect the rents, issues and profits thereof and such rents, issues and profits when collected may be applied toward the payment of any indebtedness then due and secured hereby and the costs, taxes, insurance or other items necessary for the protection and preservation of the mortgaged property, including the expenses of such receivership.

9. In the event that this Mortgage, the indebtedness secured hereby or the avails thereof shall become subject to taxation by any jurisdiction, then the indebtedness secured hereby shall, at the option of Lender, become immediately due and payable.

10. This Mortgage shall remain in full force and effect notwithstanding any extension or extensions of the maturity or other reamortization of the obligations which this Mortgage secures and notwithstanding the fact that such extensions and reamortizations may be evidenced by a note or notes signed and dated after the date of this Mortgage.

PROVIDED ALWAYS that these presents are upon the following conditions that if Borrower shall pay according to its terms a certain promissory note dated FEBRUARY 20, 19 98, payable to the order of Lender for the sum of THIRTY THREE FIVE HUNDRED TWENTY EIGHT AND 98/100

Dollars (\$ 33,528.98 ) bearing interest at the rate specified therein together with all other sums secured hereby and keep and perform the several agreements set forth above, this Mortgage shall be void; otherwise the same shall remain in full force and virtue in law.

Each of the covenants and agreements hereof shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of Borrower and Lender herein. Borrower does hereby remise, release, and forever quitclaim unto Lender all rights of dower in and to the premises.

IN WITNESS WHEREOF, this Mortgage has been executed at WEST LAFAYETTE, Indiana, this 20TH day of FEBRUARY, 19 98.

Signed and acknowledged in the presence of:

Rita A Gendrich  
RITA A GENDRICH

STATE OF INDIANA,  
COUNTY OF TIPPECANOE, SS:

The foregoing instrument was acknowledged before me this 20TH day of FEBRUARY, 19 98, by RITA A GENDRICH



Connie J Whitlock  
CONNIE J WHITLOCK Public

This Instrument prepared by:

CONNIE J WHITLOCK  
2405 N SALISBURY ST  
WEST LAFAYETTE IN 47906

EXPIRES 5/11/2001

RESIDENT OF TIPPECANOE COUNTY

MORTGAGE

FROM

RITA A GENDRICH

TO

THE HUNTINGTON NATIONAL BANK  
101 N 4TH STREET  
LAFAYETTE IN 47902

Rec'd for Record

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

and recorded \_\_\_\_\_

THE CONDITIONS of this Mortgage have been complied with, and the same is hereby SATISFIED and DISCHARGED this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

By \_\_\_\_\_

By \_\_\_\_\_

CANTHWIRST

### EXHIBIT "A" LEGAL DESCRIPTION

Account # 1009695  
Order Date: 02/10/1998  
Reference: MIKE

Index #  
Parcel# 04-05-43-22

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THE SOUTH 327.47 FEET OF THE NORTH 939.47 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN EAGLE CREEK TOWNSHIP, LAKE COUNTY, INDIANA, EXCEPT THAT PART OF THE LAND DESCRIBED AS FOLLOWS: PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 327.47 FEET OF THE NORTH 939.47 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 10 AS ESTABLISHED BY PLUMB, TUCKETT & HUBBARD, INC.; THENCE SOUTH 89 DEGREES 02 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 327.47 FEET OF THE NORTH 939.47 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 10 AS ESTABLISHED BY PLUMB, TUCKETT & HUBBARD, INC. A DISTANCE OF 281.35 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89 DEGREES 02 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 327.47 FEET OF THE NORTH 939.47 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 10, AS ESTABLISHED BY PLUMB, TUCKETT & HUBBARD, INC. A DISTANCE OF 380.44 FEET TO A POINT THENCE SOUTH 65 DEGREES 49 MINUTES 10 SECONDS EAST A DISTANCE OF 731 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 43 MINUTES 34 SECONDS EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 38.14 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 327.47 FEET OF THE NORTH 939.47 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 10, AS ESTABLISHED BY PLUMB, TUCKETT & HUBBARD, INC. THENCE NORTH 89 DEGREES 04 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTH 327.47 FEET OF THE NORTH 939.47 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 10, AS ESTABLISHED BY PLUMB, TUCKETT & HUBBARD, INC., A DISTANCE OF 292.35 FEET TO A POINT; THENCE NORTH 65 DEGREES 49 MINUTES 10 SECONDS WEST A DISTANCE OF 828.05 FEET TO THE TRUE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN INSTRUMENT #93045545, OF THE LAKE COUNTY, INDIANA RECORDS.

of said premises, and apply the net proceeds therefrom as a credit upon any part of the indebtedness secured hereby when then due or thereafter becoming due.

8. That upon commencement of any judicial proceeding to enforce any right under this Mortgage, the court in which such proceeding is brought, at any time thereafter, without notice to Borrower or any party claiming under Borrower (such notice being hereby expressly waived) and without reference to the then value of the mortgaged property, to the use of said prop as a homestead or to the solvency or insolvency of any person liable for the indebtedness secured hereby or other grounds for extraordinary relief, may appoint a receiver for the benefit of Lender with power to take immediate possession of the mortgaged property, manage, rent and collect the rents, issues and profits thereof and such rents, issues and profits when collected may be applied toward the payment of any indebtedness then due and secured hereby and the costs, taxes, insurance or other items necessary for the protection and preservation of the mortgaged property, including the expenses of such receivership

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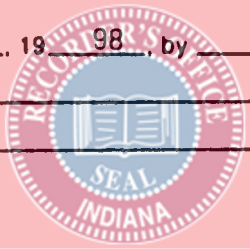
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COUNTY OF TIPPECANOE, SS:

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Connie J Whitlock  
CONNIE J WHITLOCK Public

This instrument prepared by:

EXPIRES 5/11/2001

CONNIE J WHITLOCK  
2405 N SALISBURY ST  
WEST LAFAYETTE IN 47906

RESIDENT OF TIPPECANOE COUNTY

MORTGAGE

FROM

RITA A GENDRICH

TO

THE HUNTINGTON NATIONAL BANK  
101 N 4TH STREET  
LAFAYETTE IN 47902

Rec'd for Record

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

and recorded \_\_\_\_\_

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By \_\_\_\_\_

By \_\_\_\_\_

SOUTHWEST



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Account # 1009695  
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