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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

98 JUN 19 AM 9:15

MORRIS W. CAMBER
RECORDER



NBD Bank, N.A.
Future Advance Mortgage (Line of Credit) - Indiana

This Mortgage is made on JUNE 16, 1998, between the Mortgagor,

GEORGE R ADAMS & MARGARET M ADAMS

whose address is 8132 PETERSON RD, CEDAR LAKE, IN 463039164 and the Mortgagee, NBD Bank, N.A.,

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

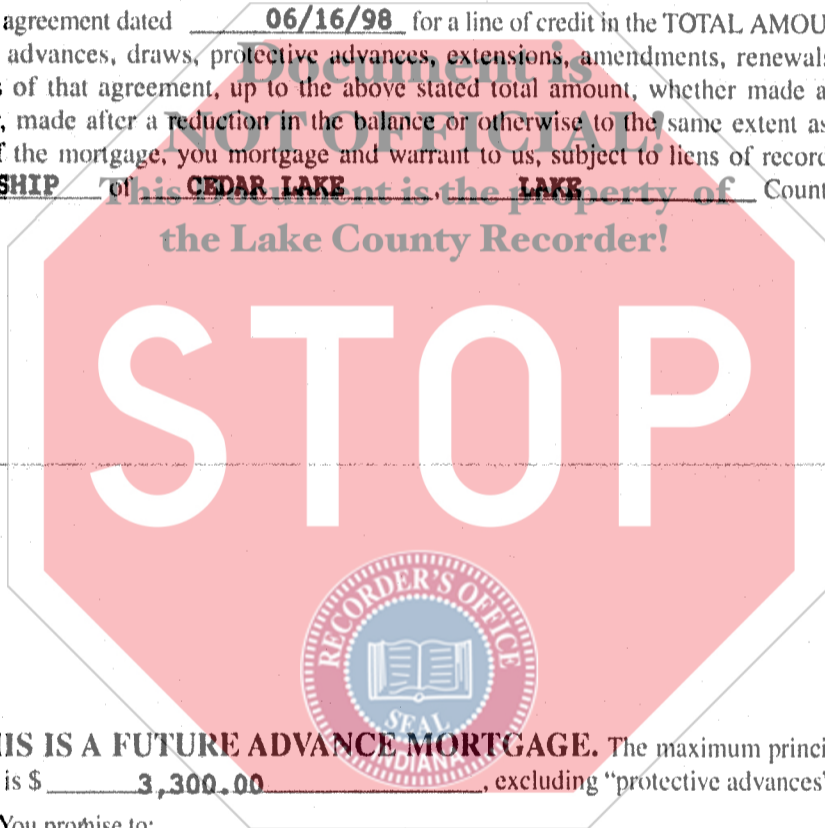
(A) Definitions.

- (1) The word "Borrower" means each person who has 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 06/16/98 for a line of credit in the TOTAL AMOUNT of \$ 3,300.00 including all future advances, draws, protective advances, extensions, amendments, renewals, modifications, refinancing and/or replacements of that agreement, up to the above stated total amount, whether made as an obligation, made at the option of the lender, made after a reduction in the balance or otherwise to the same extent as if the future advances were made on the date of the mortgage, you mortgage and warrant to us, subject to liens of record, the Property located in the TOWNSHIP of CEDAR LAKE LAKE County, Indiana, described as:

SEE ADDENDUM



(C) Future Advances. **THIS IS A FUTURE ADVANCE MORTGAGE.** The maximum principal amount of all advances secured by this Mortgage is \$ 3,300.00, excluding "protective advances".

(D) 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.

Return: NBD Bank
8585 Broadway
Men.

1300
K
H

C 219499

TICOR TITLE INSURANCE
Crown Point, Indiana

(E) **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.

(F) **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, including foreclosure by advertisement. 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.

(G) **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.

(H) **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.

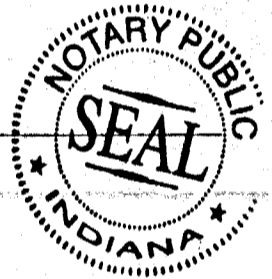
(I) **Other Terms.** We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the loan agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental 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 payment 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.

Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!

By Signing Below, You Agree to All the Terms of This Mortgage.

X George R Adams
Mortgagor
GEORGE R ADAMS

X Margaret M Adams
Mortgagor
MARGARET M ADAMS



STATE OF INDIANA)
COUNTY OF Lake)

The foregoing instrument was acknowledged before me on this 16TH day of JUNE 1998,

by GEORGE R ADAMS & MARGARET M ADAMS, Mortgagors.

Drafted by:

LAURIE LINCOLN

**ONE INDIANA SQUARE, SUITE M1304
INDIANAPOLIS, IN 46266**

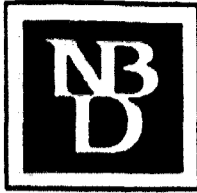
8135155947 AUB 90M



X Floy P. Holst
Notary Public, Lake County, Indiana
My Commission Expires: January 31, 2001
My County of Residence: Lake

When recorded, return to:

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



ADDENDUM TO MORTGAGE

LEGAL DESCRIPTION

PARCEL I: That part of Government Lot 4, being the Fractional East 1/2 of the Southeast 1/4 of Section 34, Township 34 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point 1943.80 feet North and 598.50 feet West of the Southeast corner thereof; thence North 93 feet; thence Easterly 32.25 feet to a point on the West line of a 10 foot path way; thence South along the West line of said path way, 51.70 feet to a point where said path way turns a little South of East; thence Southeasterly along the South line of said path way above 10 feet to a point marked by a bolt; thence South 40.50 feet on a line 42 feet East of and parallel to the West line of this tract to a point directly East of the place of beginning; thence West 42 feet to the place of beginning.

PARCEL II: That part of Government Lot 4, begin the Fractional East 1/2 of the Southeast 1/4 of Section 34, Township 34 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point 1984.3 feet North and 556.5 feet West of the Southeast corner thereof; thence North 50 feet; thence West 10 feet; thence South 50 feet to a bolt; thence Southeasterly to a bolt and the place of beginning.

PARCEL III: That part of Government Lot 4, begin the Fractional East 1/2 of the Southeast 1/4 of Section 34, Township 34 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the Southwest corner of Lot 18 in South Shore Addition to Cedar Lake, as recorded in Plat Book 20 page 25; thence in a Southerly course, following the South line of Lots 18 and 19 in said Addition, 42.85 feet; thence South to a point on a line parallel to and 10 feet distance Southerly of the South line of Lots 18 and 19; thence Northwesterly parallel to the South line of said Lots 18 and 19, 42.85 feet; thence North to the place of beginning.

PARCEL IV: That part of Government Lot 4, being the Fractional East 1/2 of the Southeast 1/4 of Section 34, Township 34 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point on the South right-of-way line of the now abandoned Chicago, Indianapolis and Louisville Railway Company's South Cedar Lake Wye, said point being 50.30 feet Easterly of the Northeast corner of Lot 5 in Block 1 of Coffin's Shady Beach Addition to Cedar Lake, recorded in Plat Book 20 page 34; thence Easterly along the South line of said railway 42.25 feet, more or less, to the East line of said railway; thence North to the North right-of-way of said railway; thence West along the North line of said right-of-way to a point North of the place of beginning; thence South to the place of beginning.

PARCEL V: Lot 18 in South Shore Addition to Cedar Lake, as per plat thereof, recorded in Plat Book 20 page 25, in the Office of the Recorder of Lake County, Indiana.

DATE: 6-16-98

George Adams

TITLE HOLDERS
ADDRESS OF PROPERTY USED AS SECURITY

Margaret M. Adams
TITLE HOLDERS