MORTGAGE

THIS INDENTURE, made June 10, 1998, between

DEBRA J. CALDERON, Individually, 33 Glendale Park, Hammond, Indiana,

herein referred to as "Mortgagor," and

KEELEY, KUENN & REID, an Illinois General Partnership, 20 N. Wacker Drive, Suite 3330, Chicago, Illinois 60606

and DAVID GROVE & ASSOCIATES, an Illinois Professional Corporation, 11 S. LaSalle Street, Suite 1030, Chicago, Illinois 60603

herein referred to as "Mortgagees," witnesseth:

THAT WHEREAS the Mortgagor is justly indebted to the Mortgagees upon the demand note of even date herewith, in the principal sum of THIRTY-FIVE THOUSAND AND 00/100ths DOLLARS (\$35,000.00), payable to the order of and delivered to the Mortgagees, in and by which note the Mortgagor promises to pay the said principal sum as provided in said note, with a final? payment of the balance due demand, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of either Mortgagee at 20 N. WACKER DRIVE, SUITE 3330, CHICAGO, IL 60606 0r 11 S. LASALLE, SUITE 1030, CHICAGO, ILLINOIS 60603

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagees, and the Mortgagees' successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF HAMMOND, COUNTY OF LAKE, AND STATE OF INDIANA, to wit:

LOT 6 AND THE EAST 37.5 FEET OF LOT 7 IN GLENDALE, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 5 PAGE 43, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

which, with the property hereinafter described, is referred to herein as the "premises,"

Address of Real Estate:

33 Glendale Park, Hammond, IN 46320

TOGETHER with all improvements, tenements, casements, fixtures, and appurtenances thereto belonging, and all rents, issues and Profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoyes and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagees, and the Mortgagees' successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Indiana, which said rights and benefits the Mortgagor does hereby expressly release and waive.

The name of a record owner is: Debra I. Calderon

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, her heirs, successors and assigns.

Witness the hand ... and seal ... of Mortgagor the day and year first above written

DEBRA, CALDERON

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that DEBRA J. CALDERON, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right

Given under my hand and official seal, this 10th day of June, 1998. Commission expires:

Yenneth M. Mayer Notary Public

This instrument was prepared by Robert W. Baker, Keeley, Kuenn & Reid, 20 N. Wacker Drive, Suite 3330, Chicago, IL 60606 Mail this instrument to: Robert W. Baker, Keeley, Kuenn & Reid, 20 N. Wacker Drive, Suite 3330, Chicago, IL 60606

RECORDER'S OFFICE BOX NO.

"OFFICIAL SEAL"

CH 13911

Keeley Kuenni a Reich KENNETH M. MAYER NOTARY PUBLIC, STATE OF ILLINOIS 20 HICAGO, IT 60606

KENNETH M. MAYER NOTARY PUBLIC, STATE OF ILLINOIS ON EXPIRES 04/03/01

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE I (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagees; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagees duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment that Mortgagor may desire to contest.
- 3. At such time as the Mortgagor is not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 4. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagees, under insurance policies payable, in case of loss or damage, to Mortgagees, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagees, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 5. In case of default therein, Mortgagees may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagees to protect the mortgaged premises and the flen hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagees shall never be considered as a waiver of any right accruing to the Mortgagees on account of any default hereunder on the part of the Mortgagory.
- 6. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagees and without notice to Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagees shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagees for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, and similar data and assurances with respect to title as Mortgagees may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagees in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagees shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
- 8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.
- 9. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagees may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as we)] as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 10. Mortgagees shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 11. Mortgagees shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagees for the execution of such release.