STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

## 99030296

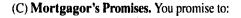
# 199 0001458

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

This Mortgage is made on	MARCH	26, 1999	, , , , , , , , , , , , , , , , , , ,	between the Mortgagor
KENT L ROSENBAUM AND	MARGARET M RO	DSENBAUM	· .	
whose address is1006	W 7TH PL, HO	BART, IN 46342503	8 and the Mortg	agee, NBD Bank, N.A.
a national banking association, who	se address is	one indiana squar	E, 7152, INDIANAPOLIA	s, IN 46266
(A) Definitions.			•	
<ul> <li>(2) The words "Mortgagor", "</li> <li>(3) The words "we", "us", "ou</li> <li>(4) The word "Property" mea built in the future. Property ture, as well as proceeds, may have as owner of the l</li> <li>(B) Security. As security for a loan agreeme extensions, amendments, renew to us, subject to liens of record</li> </ul>	r" and "Bank" meanns the land describe valso includes anythments, income, royal and, including all mand dated 03/26/	n the Mortgagee and its sund below. Property including attached to or used in ties, etc. Property also in ties, etc. Property also in tieral, oil, gas and/or water for credit in the Toefinancings and/or replace.	les all buildings and improvem connection with the land or at cludes all other rights in real other rights.  OTAL AMOUNT of \$ 23.1 ments of that loan agreements with the land or at cludes.	nents now on the land of tached or used in the further personal property you to be a constant of the land of tached or used in the further personal property you to be a constant of the land of the l
County, Indiana, described as:	the l	Lake County	Recorder!	
LOT 11, BLOCK 6 IN HO				
PER PLAT THEREOF, REC THE RECORDER OF LAKE			, IN THE OFFICE OF	



- (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. NBD 118-2991 Rev. 5/97 Page 1 of 2
- (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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- (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 otherwise provided by applicable law. If we accelerate the

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

on Default, and/or Reducing the Credit Limit paragraphs or as 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 outstanding balance and demand payment in full, you give us the time of payment of any part of all of the indebtedness secured by power and authority to sell the property according to procedures this Mortgage, reduce the payments or accept a renewal note, allowed by law. The proceeds of any sale will be applied first to without the consent of any junior lienholder. No such extension, any costs and expenses of the sale, including the costs of any reduction or renewal shall impair the lien or priority of this environmental investigation or remediation paid for by us, then to Mortgage, nor release or discharge this Mortgage. By Signing-Below, You Agree to All the Terms of This Mortgage. Mongagor KENT L ROSENBAUM ROSENBAUM STATE OF INDIANA COUNTY OF **MARCH 1999** The foregoing instrument was acknowledged before me on this by KENT L ROSENBAUM AND MARGARET H ROSENBAUM Mortgagors. Drafted by: JESSE J COVARRUBIAS ONE INDIANA SQUARE, SUITE M1304 Notary Public, County, Indiana INDIANAPOLIS, IN 46266 My Commission Expires: . 2000 My County of Residence: JESSE J. COVARRUBIAS JR. NOTARY PUBLIC, Lake County, Indiana When recorded, return to: My Commission Expires August 18, 2000 NBD - HOME EQUITY CENTER Of Lake County, Indiana 90641735025 90M ONE INDIANA SQUARE, SUITE M INDIANAPOLIS, IN 46266

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