

Chicago Title Insurance Company

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER
RECORDER

4199003045 **REAL ESTATE MORTGAGE**

THIS INDENTURE WITNESSETH, That Kentland Bank as Trustee of Trust No. 561 dated July 19, 1999 (the "Mortgagor") of Lake County, State of Indiana, MORTGAGE AND WARRANT to Glen Ford and Jaewan Ford (the "Mortgagee") of Lake County, State of Indiana, the following described real estate in Lake, County, Indiana:

PLEASE SEE ~~THE~~ ATTACHMENTS *Attachment No. 1*
Document is NOT OFFICIAL!

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated 6, August, 1999 in the principal amount of Thirty Thousand and No/100ths. Dollars (\$ 30,000.00) with interest as therein provided and with a final maturity date of 30 June 2004.

Said principal and interest are payable as follows: *1, OCTOBER*

By monthly payment of \$221.70 for 60 consecutive months beginning ~~1 July~~, 1999, said unpaid principal balance bearing interest at the per annum rate of 7.50%, computed monthly on said unpaid principal balance, said amortized payment schedule to be completed on or before ~~June 2004~~ *2004* whereupon the entire remaining principal balance shall then be due and payable. Said principal balance and any accrued interest shall also be immediately payable upon the sale, transfer, abandonment, or other non-residence therein by Mortgagor or his immediate family.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

- 1. Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates, and in the amounts, respectively, as provided in the Note or in this mortgage without relief from valuation and appraisal laws, and with attorneys' fees.
- 2. No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
- 3. Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire,

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windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

4. Taxes and Assessments. The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.

5. Advancements to Protect Security. The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of twelve percent (12%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

6. Default by Mortgagor; Remedies of Mortgagee. Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

7. Non-Waiver; Remedies Cumulative. No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

8. Extensions; Reductions; Renewals; Continued Liability of Mortgagor. The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.

9. General Agreement of Parties. All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

IN WITNESS, WHEREOF, the Mortgagor has executed this mortgage this 6 day of August, 1999.

BY:

Signature Lois V. Norris, Vice President, Trust Officer
Kentland Bank as Trustee of Trust No. 561 dated July 19, 1999

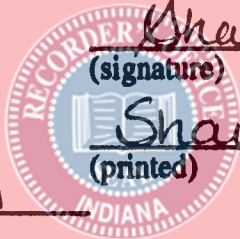
Lois V. Norris, Vice President Trust Officer
STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary public in and for said County, Kentland Bank as Trustee of Trust No. 561 dated July 19, 1999 Roy who acknowledged the execution of the foregoing mortgage. Witness my hand and Notarial Seal this 6th day of August, 1999.

My Commission Expires:

2-22-08

County of Residence: Newton



(signature)

Notary Public

(printed)

Shawna L. Durlacher

This instrument was prepared by: **Marc H. Donaldson, #4709-45**
Attorney at Law
101 North Main Street
Crown Point, IN 46307

Attachment NO. 1

Part of the Northeast Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian, described as: Commencing at a Point of Intersection of the East line of Thomas Street and the center line of Monitor Street (63 feet wide) thence North 00 degrees 46 minutes 00 seconds West along the East line of Thomas Street 823.96 feet to the point of beginning of this described parcel; thence South 88 degrees 38 minutes 30 seconds East 236.66 feet, more or less, to the Northwesternly side of a 186.75 x 181.30 x 82.5 foot triangular tract of land; thence North 17 degrees 58 minutes 58 seconds East along the Northwesternly side of said triangular parcel 4.28 feet, more or less, to the Southwesternly right of way line of the Erie Railroad; thence Northwesternly along the Southerly line of the Erie Railroad 280.8 feet, more or less, to the Easterly line of Thomas Street; thence South 00 degrees 46 minutes 00 seconds East along the Easterly line of Thomas Street 144.34 feet, more or less, to the point of beginning, Lake County, Indiana, except the following described parcel: Part of the Northeast Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian, described as: Commencing at the point of intersection of the East line of Thomas Street and the centerline of Monitor Street (63.0 feet wide); thence North 00 degrees 46 minutes 00 seconds West, along the East line of Thomas Street, 823.96 feet thence South 88 degrees 38 minutes 30 seconds East, 236.66 feet, more or less, to the Northwesternly side of a 186.75 x 181.30 x 82.5 foot triangular tract of land, and the point of beginning; thence North 88 degrees 38 minutes 30 seconds West, 149.5 feet; thence North 01 degrees 21 minutes 30 seconds East, 87.76 feet to the Southwesternly right of way line of the Erie Railroad; thence Southeasterly along said right of way line, 172.40 feet to the Northwesternly corner of said triangular tract of land; thence South 17 degrees 58 minutes 58 seconds West, along the Westerly line of said triangular tract of land, 4.28 feet, to the point of beginning, in the City of Crown Point, Lake County, Indiana, and excepting therefrom commencing at the point of intersection of the East line of Thomas Street with the Southerly right of way line of the Erie Railroad; thence South 00 degrees 46 minutes 00 seconds East, along the East line of Thomas Street, 18.00 feet; thence South 78 degrees 06 minutes 22 seconds East, 28.76 feet to the Southerly right of way of said Erie Railroad; thence Northwesternly along said right of way, 34.00 feet to the point of beginning.

Parcel 2: Part of the Northeast Quarter of the Southeast Quarter of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the point of intersection of the East line of Thomas Street with the Southerly right of way line of the Erie Railroad; thence Southeasterly along said Southerly right of way of the Erie Railroad, 45.94 feet to the point of beginning; thence North 82 degrees 28 minutes 57 seconds East, 6.60 feet; thence South 15 degrees 55 minutes 15 seconds East, 6.60 feet to the Southerly right of way of said Erie Railroad; thence Northwesternly along said right of way 10 feet to the point of beginning.