

REAL ESTATE MORTGAGE

INDIANA FORM D

302090033  
STATE OF INDIANA  
COUNTY OF LAKE

This instrument was prepared by  
SUSANNA LEE  
South Central Bank and Trust Co.  
555 West Roosevelt Road  
Chicago, Illinois 60607

KNOW ALL MEN BY THESE PRESENTS

Whereas, JOHN A. NOWIGSKI (hereinafter called "Mortgagors", whether one or more) are justly indebted to SOUTH CENTRAL BANK, 555 W. Roosevelt Road, Chicago, Illinois 60607 (hereinafter called "Mortgagee", whether one or more) in the sum of THREE THOUSAND EIGHT HUNDRED FIFTY & 00/100 Dollars (\$ 3850.00), evidenced by a promissory note executed and assigned on even date herewith, with monthly installments of ONE HUNDRED THREE & 61/100 Dollars (\$ 103.61), payable on the 1st day of each month after date, commencing OCTOBER 1st, 19 99, and with a final maturity date of SEPTEMBER 1st, 2003, until such sum is paid in full (said promissory note, together with any note taken in substitution therefor or in renewal thereof, is hereinafter referred to as the "Note"). And, Whereas, Mortgagors agreed, in incurring said indebtedness that this mortgage should be given to secure the prompt payment thereof according to the tenor and effect of said Note, and compliance by Mortgagors with the requirements of this Mortgage.

NOW, THEREFORE, in consideration of the premises, and for the purpose of securing the payment of said indebtedness, and any other indebtedness Mortgagors may owe Mortgagee before the payment in full of the amount now due hereunder, Mortgagors do hereby mortgage and warrant unto Mortgagee the following described real estate, together with all present and future improvements and fixtures thereon and all rents and profits and insurance and condemnation proceeds therefrom, situated in LAKE County, State of Indiana, to wit:

Lot 6 (except the N 40 ft. thereof) in Block 4 in Garden Homes No. 2 as per plat thereof, recorded August 28, 1941 in Plat Book 25 Page 73, in the office of the Recorder of Lake County, Indiana.

Plat # = 50-271-6

South Central Bank Road  
555 West Roosevelt Road  
Chicago, IL 60607-9972

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(Said real estate and all other property hereinabove described, whether real or personal, and whether in whole or in part, is hereinafter referred to as "the premise").

TO HAVE AND TO HOLD the premises unto Mortgagee, and Mortgagee's successors, heirs and assigns, forever. AND, Mortgagors do covenant with Mortgagee that they are lawfully seized in fee simple and possessed of the premises, and have good right to mortgage the same; that the premises are free from all liens, charges, encumbrances, easements, and restrictions whatsoever not herein specifically mentioned; and that, subject only to exceptions herein specifically mentioned, Mortgagors do warrant and will defend the title to the same unto Mortgagee against the lawful claims of all persons whomsoever.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions and agreements:

1. Mortgagors shall pay said principal indebtedness and interest thereon when and as due under the terms of the Note, and under any covenant, condition or agreement herein contained, together with any other indebtedness which Mortgagors may owe to Mortgagee.
2. The terms and conditions contained in the Note are incorporated herein by reference as if fully set forth herein. The rights, options, powers and remedies provided for herein and under the terms of the Note shall be cumulative, and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law.
3. Mortgagors shall keep the premises in good condition and repair, and shall neither commit nor permit waste of the premises.
4. Mortgagors shall keep the premises free from all delinquencies in taxes, liens, assessments, charges and encumbrances upon the terms provided for in the Note.
5. Mortgagors shall keep the premises continuously insured with such companies, in such amounts and upon such terms as are provided for in the Note.
6. If and when this is a second mortgage Mortgagors shall make all payments of principal and interest on such prior mortgage in accordance with its terms and permit no event of default thereunder. Any event of default under any such prior mortgage shall constitute an event of default under the terms of this Mortgage and Mortgagee may, at its option, thereupon declare the entire indebtedness due hereunder immediately due and payable and this Mortgage subject to foreclosure.
7. If Mortgagors fail to insure the premises, or to pay and furnish receipts for all taxes, liens, assessments, charges and encumbrances, or to keep the premises in good condition and repair, or to pay all installments of principal and interest on any prior mortgage, all as hereinabove provided for, Mortgagee may, at its option, procure such insurance, pay such taxes, liens, assessments, charges and encumbrances, enter upon the premises and make such repairs as it may deem necessary, make any such payments which may become due on any prior mortgage, or incur any expenses or obligations on behalf of Mortgagors in connection with any prior mortgage in order to prevent the foreclosure thereof; and Mortgagors shall immediately pay to Mortgagee all sums which Mortgagee shall have so paid, together with interest thereon from the date the same was paid, and Mortgagee's costs, expenses and attorney's fees, and for payment thereof this Mortgage shall stand as security; but the failure of Mortgagee to do any such acts or make any such expenditures shall in no way render Mortgagee liable to Mortgagors.
8. If default be made in the payment of any of the indebtedness secured hereby, or in the performance of any covenant, condition or agreement contained in the Note or this Mortgage, or should the interest of Mortgagee in the premises become endangered by reason of the foreclosure of any prior lien or encumbrance, then the whole indebtedness hereby secured with all interest thereon shall, at the option of Mortgagee, become immediately due and payable and this Mortgage subject to foreclosure as now provided by law in the case of past due mortgages, and Mortgagee shall be authorized to take possession of the premises. If this Mortgage shall be foreclosed by a judicial proceeding, reasonable attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale.
9. No delay or failure of Mortgagee to exercise any option herein given shall constitute a waiver of such option or estop Mortgagee from afterwards exercising the same.
10. If Mortgagors shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable, and shall do and perform all acts and agreements to be done and performed by Mortgagors under the terms and provisions of this Mortgage, then this Mortgage shall be and become null and void and Mortgagee shall release the same of record.
11. All awards of damages in connection with any condemnation for public use injury to any of the premises are hereby assigned and shall be paid to Mortgagee, who may apply the same to the payment of the installments under the Note in inverse order of maturity, whether or not then due, and Mortgagee is hereby authorized, in the name of Mortgagors, to execute and deliver valid acquittances thereof and to appeal from any such award.
12. The term "Mortgagors", wherever used herein, shall mean the party or parties executing this Mortgage, jointly and severally, and all the conditions, covenants and agreements hereof shall bind the Mortgagors, their respective heirs, personal representatives, successors and assigns and shall inure to the benefit of and be available (jointly and severally if more than one) to Mortgagee, and to the heirs, personal

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46330

representatives, successors and assigns of Mortgagee. The term "interest" as used herein shall be deemed to be this Annual Percentage Rate provided for in the Note, or if such rate should be in excess of the maximum legal rate then permitted by applicable law, such maximum legal rate.

13. If all or any part of the premises or any interest in the premises is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagors notice of acceleration. This notice shall provide a period of not less than 30 days from the date notice is delivered or mailed within which Mortgagors must pay all sums secured by this Mortgage. If Mortgagors fail to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagors.

14. The Mortgagee may sue on the Note at law, he may file an action in equity to foreclose the mortgage, and he may exercise all these rights at once, or any one of them alone, or any combination thereof. Mortgagors agree to pay a reasonable attorney's fee for the collection of amounts owed or the enforcement of rights under the Note or Mortgage.

IN WITNESS WHEREOF, the undersigned JOHN A. NOWINOWSKI have hereunto set \_\_\_\_\_ signature and seal this 8th day of MAY, 1999

John A. Nowinowski (SEAL)  
JOHN A. NOWINOWSKI

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Printed

INDIVIDUAL ACKNOWLEDGEMENT

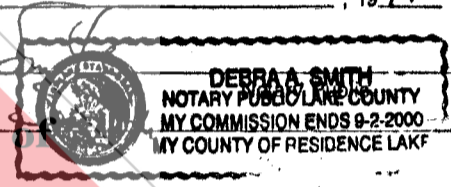
STATE OF INDIANA )  
COUNTY OF Lake ) SS: John A. Nowinowski  
Before me, a Notary Public in and for said County and State, appeared \_\_\_\_\_ each of whom, having been duly sworn, acknowledged the execution of the foregoing Mortgage.  
Witness my hand and Notarial Seal this 8th day of May, 1999.

My Commission Expires:

2nd Sept 2000

County of Residence: Lake

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TRANSFER AND ASSIGNMENT

STATE OF INDIANA )  
COUNTY OF \_\_\_\_\_ )  
For value received the undersigned hereby transfers, assigns and conveys unto \_\_\_\_\_ all right, title, interest, powers and options in, to and under the within Mortgage as well as to the land described therein and the indebtedness secured thereby.  
In witness whereof the undersigned \_\_\_\_\_ hereunto set \_\_\_\_\_ hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

BY: \_\_\_\_\_

TITLE \_\_\_\_\_ (Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF INDIANA )  
COUNTY OF \_\_\_\_\_ ) SS: \_\_\_\_\_  
Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ the \_\_\_\_\_ and \_\_\_\_\_, respectively, of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and acknowledged the execution of the foregoing Transfer and Assignment as such officers acting for an on behalf of said corporation.  
Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires:

County of Residence: \_\_\_\_\_

Printed

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF INDIANA )  
COUNTY OF \_\_\_\_\_ ) SS: \_\_\_\_\_  
Before me, a Notary Public in and for said County and State, appeared \_\_\_\_\_ each of whom, having been duly sworn, acknowledged the execution of the foregoing Transfer and Assignment.  
Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires:

County of Residence: \_\_\_\_\_

Printed

Notary Public

This instrument was prepared by: