

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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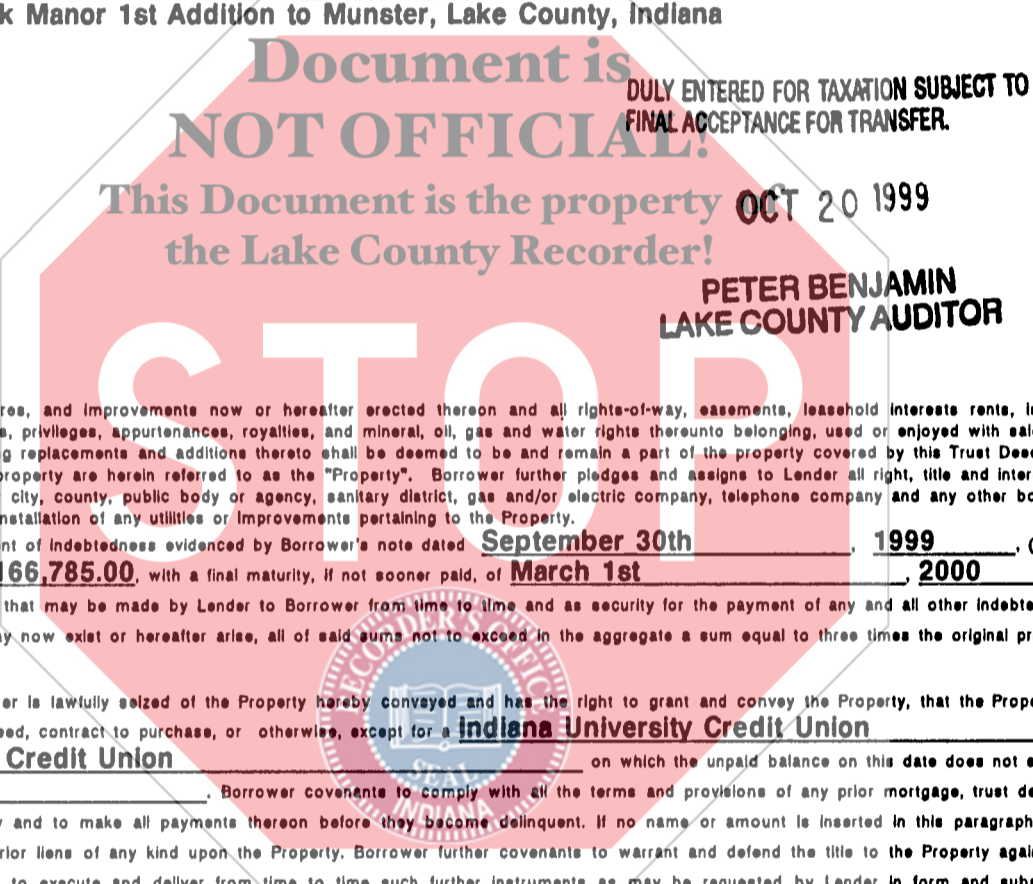
JOHN W. CARTER
RECORDER

TRUST DEED

THIS TRUST DEED is made this 30th day of September, 1999, by and between the Trustor, Cecil A Blake and Hortensia C Blake, husband and wife

(herein "Borrower"), Security Federal Savings, a Federal Savings Bank
(herein "Trustee"), and the Beneficiary, Security Federal Savings, a Federal Savings Bank
(herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the Trust herein created, Irrevocably grants and conveys to Trustee, in trust, with the POWER OF SALE, the following described property located in the County of Lake, State of Indiana:
Lot 10, Block 2, White Oak Manor 1st Addition to Munster, Lake County, Indiana



TOGETHER with all buildings, fixtures, and improvements now or hereafter erected thereon and all rights-of-way, easements, leasehold interests rents, issues, profits, income, tenements, hereditaments, privileges, appurtenances, royalties, and mineral, oil, gas and water rights thereunto belonging, used or enjoyed with said land or any part thereof, all of which, including replacements and additions thereto shall be deemed to be and remain a part of the property covered by this Trust Deed; and all of the foregoing together with said property are herein referred to as the "Property". Borrower further pledges and assigns to Lender all right, title and interest to any and all monies on deposit with any city, county, public body or agency, sanitary district, gas and/or electric company, telephone company and any other body or agency for installation or to secure the installation of any utilities or improvements pertaining to the Property.

TO SECURE to Lender the repayment of indebtedness evidenced by Borrower's note dated September 30th, 1999, (herein "Note") in the principal sum of \$ 166,785.00, with a final maturity, if not sooner paid, of March 1st, 2000, and as security for any future advances that may be made by Lender to Borrower from time to time and as security for the payment of any and all other indebtedness of the Borrower to the Lender which may now exist or hereafter arise, all of said sums not to exceed in the aggregate a sum equal to three times the original principal amount of the above recited Note.

BORROWER covenants that Borrower is lawfully seized of the Property hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered by any mortgage, trust deed, contract to purchase, or otherwise, except for a Indiana University Credit Union on which the unpaid balance on this date does not exceed \$ 127,473.00. Borrower covenants to comply with all the terms and provisions of any prior mortgage, trust deed or contract to purchase, upon the Property and to make all payments thereon before they become delinquent. If no name or amount is inserted in this paragraph, then Borrower covenants that there are no prior liens of any kind upon the Property. Borrower further covenants to warrant and defend the title to the Property against all claims and demands. Borrower agrees to execute and deliver from time to time such further instruments as may be requested by Lender in form and substance satisfactory to Lender to confirm the lien of this Trust Deed on any of the aforementioned Property.

Borrower and lender further covenant and agree as follows:

1. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note.
2. At least ten days before they become delinquent, Borrower shall pay all taxes and special assessments levied or assessed against the Property, or any part thereof, and all taxes, levies and assessments levied upon this Trust Deed or the debt which it secures and all payments or monetary obligations required of the owner of the Property under any covenants, declaration, agreement, conditions or restrictions pertaining to the Property or any modification thereof. In the event of the passage of any law changing the collection of such taxes or assessments so as to impair the security of this Trust Deed or the holder hereof or changing in any way the laws for the taxation of Trust Deeds or debts secured by Trust Deeds for state and local purposes the Lender shall have the right to declare all sums secured hereby due and payable in full as of a date to be specified by not less than thirty (30) days prior written notice to Borrower, provided however, that such election shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if prior to such specified date does pay such tax and agrees to pay the same when levied or assessed thereafter before delinquency.
3. Borrower shall keep the improvements and buildings, if any, upon the Property insured, with a company or companies approved by the Lender, for an amount not less than the unpaid balance on the indebtedness secured by this Trust Deed with a standard mortgage clause with loss payable to the Lender. If the Property is now or hereafter located in a flood hazard area, Borrower shall, at its expense, acquire and at all times maintain flood insurance on the Property in an amount for no less than the unpaid balance on the indebtedness secured by this Trust Deed with a standard mortgage clause with loss payable to the Lender. Lender may charge Borrower a reasonable fee for the cost of determining whether the Property is in a flood hazard area. If requested by Lender, the Borrower shall obtain and at all times maintain comprehensive general public liability insurance on the Property for an amount not less than \$1,000,000.00 per occurrence with an aggregate coverage of \$2,000,000.00 and an umbrella policy in an amount not less than \$1,000,000.00. Borrower shall deliver said policy or policies to the Lender.
- In the event of a loss, Borrower shall give prompt notice to the insurance carrier and the Lender and file a proof of loss. If the Borrower is not otherwise in default, the Borrower may elect to apply the insurance proceeds to repair or replace the damaged Property, if economically feasible, and the security of this Trust Deed would not be impaired. If the Borrower is in default under this Trust Deed or the Note or if Borrower elects not to repair or replace the damaged Property or repair or replacement would not be economically feasible or the security of this Trust Deed would be impaired then the insurance proceeds shall be applied to the last maturing payments due on the Note. If the insurance proceeds are in excess of the total amount secured by this Trust Deed, the excess shall be paid to the Borrower. Insurance proceeds for repair or replacement shall be placed in escrow with the Lender and disbursed by Lender during or upon completion of such repair or replacement.
4. Upon the request of Lender, for the purpose of providing a fund for the payment of taxes, special assessments and insurance premiums, Borrower shall deposit with Lender, on the dates that payments are due on the Note, an amount equal to the taxes, assessments and insurance premiums next due (all as estimated by the Lender, less amounts already deposited therefor) divided by the number of payments on the Note that will become due prior to the date when such taxes, assessments and insurance premiums will become due and payable. In addition Lender may require Borrower to make an initial escrow deposit and to maintain an escrow cushion during the term of this loan to the extent permitted under state law or federal law or regulations applicable to federally related mortgage loans, whichever is greater. Said funds will be held by the Lender in a non-interest bearing escrow account for the purposes set forth above. If the amounts of these deposits are not sufficient to pay taxes, assessments and insurance premiums as they become due, then Borrower shall upon request, pay Lender the amount necessary to make up the deficiency.

p.o. BOY 80609
LINCOLN NE 68501
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5. Borrower agrees that unless the Lender, in its sole discretion elects a differing allocation, or unless applicable law provides otherwise, that all payments received by Lender shall be applied in the following manner and order: a) reasonable costs and fees including Trustee's fees and attorney fees incurred in exercising the power of sale, b) interest and principal on funds advanced to preserve, protect or maintain the property or to pay insurance premiums, taxes, assessments, prior liens or pursuant to any of the terms of this Trust Deed, c) interest on the Note, d) principal of the Note, and e) interest and principal on any other future advances or other indebtedness secured hereby.

6. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Borrower shall keep and maintain the Property and conduct any construction thereon, all in compliance with all governmental laws, ordinances and regulatory requirements including but not limited to, zoning regulations, building codes, environmental laws and the provisions of the American with Disabilities Act (ADA), all as now in existence or as hereafter amended or enacted. Borrower shall immediately advise Lender in writing of any actual or threatened action or proceeding to enforce any such law, ordinance, regulation or restriction against the Property or the Borrower. Borrower shall be solely responsible for and indemnify and hold Lender, its directors, officers, agents, successors and assigns from and against any and all loss, damage, costs, expense or liability arising out of or attributable to Borrower's failure or refusal to comply fully with the requirements hereof.

7. If Borrower fails to: a) maintain or pay the premiums for the required insurance of the Property, or b) pay taxes and assessments before delinquent, or c) pay any amount due under a prior mortgage, trust deed or lien before delinquent, or d) maintain the Property in good repair, or e) perform any of the covenants or agreements of this Trust Deed, then Lender may at its option pay such insurance premiums, taxes, mortgage or trust deed payments, or make repairs and disburse such sums and take such action as it deems necessary to protect its interest without waiving or affecting its right to declare a default and accelerate the debt secured hereby because of any such failure of the Borrower. Any amounts so disbursed by the Lender shall constitute additional indebtedness of Borrower secured by this Trust Deed and shall bear interest from the date of disbursement at the rate payable under the Note. Nothing contained in this paragraph shall require Lender to make any such disbursements or take any action whatsoever.

8. Lender may make or cause to be made reasonable entries upon and inspections of the Property.

9. At the request of Lender, the Borrower shall furnish Lender with Borrower's financial statements within 120 days after the end of borrower's fiscal year. All financial statements for that year shall include a balance sheet and income and expense statements and shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis. The Borrower shall certify the statements as being true and correct. Within 30 days after request by Lender, Borrower shall also furnish Borrower's tax returns, schedules of leases, and such other information with respect to Borrower's financial condition and business operations as Lender may reasonably request from time to time.

10. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the remaining unpaid indebtedness secured by this Trust Deed. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds to the sums secured by this Trust Deed. Condemnation proceeds or awards shall be credited to the last maturing installments of the indebtedness secured and shall not extend or postpone the due date of the installments referred to in paragraphs 1 and 4 hereof or change the amount of such installments.

11. If the Lender issues a partial release of this Trust Deed, the proceeds received therefor shall be credited to the last maturing installments of the indebtedness secured hereby.

12. If Lender or Trustee either voluntarily or involuntarily becomes a party to any suit or legal proceeding relating to the Property, Note or this Trust Deed, then Borrower will reimburse the Lender and Trustee for all costs and reasonable attorney fees incurred by the Lender and Trustee relating to such suit or legal proceedings and said sums shall constitute additional indebtedness secured by this Trust Deed and bear interest at the rate payable under the Note, until paid.

13. As additional security, Borrower does hereby assign and grant a security interest to Lender in all of the leases, rents, deposits, revenues, accounts receivables, accounts, royalties, profits, proceeds, land contract payments and incomes of any type whatsoever, present, future or after-arising, relating to the Property or the use thereof (herein "Rents"). This is a present assignment and upon recording this Trust Deed, the Lender's security interest in Rents shall be valid, enforceable and binding against, unavoidsable by and fully perfected as to all parties, including any subsequent purchaser, mortgagee, beneficiary, trustee in bankruptcy, general creditor, lien creditor and any other claimant, provided however, Lender shall not exercise any of its rights to collect Rents unless Borrower is in default under any of the terms of the Note or this Trust Deed. Upon default, all Rents shall be paid directly to Lender and Lender may notify the tenants, any other parties in possession of the Property, or any other person obligated to pay Rents to pay all the Rents directly to Lender. Borrower irrevocably consents and authorizes each person owing Rents to pay the Rents to Lender upon demand by Lender without liability to the paying party as to whether Borrower is in default. If the person owing Rents requests proof an assignment has been made producing a copy of this Trust Deed shall constitute reasonable proof of the assignment and Borrower authorizes Lender to disclose this Trust Deed. Upon default, Lender shall be entitled to take possession of, repair, rent and manage the Property and pay out of Rents received all expenses and costs incurred with any remaining balance to be applied to the last maturing installments of the debt secured by this Trust Deed. Receipt of Rents shall not cure any default. These presents or the collection of Rents or exercise of any of the foregoing rights shall not be deemed or construed to constitute Lender as a mortgagee or any other person in possession of the Property or to obligate Lender to take any action whatsoever and nothing contained herein or action taken hereunder shall bind Lender to the performance of the terms and provisions of any lease or other contracts entered into by Borrower and Borrower shall indemnify and hold Lender harmless against any such claims.

Within ten (10) days after request, the Borrower shall furnish Lender a lease schedule, certified to by Borrower, setting forth all leases relating to the Property and the terms and conditions thereof and such other information and documents with respect to such leases as Lender may request. Without the prior consent of the Lender, the Borrower shall not with respect to any lease: (a) accept or permit any prepayment, discount, or advance rent payable thereunder in excess of one month, (b) voluntarily cancel or terminate the same or accept any cancellation, termination or surrender thereof, or permit any event to occur, which would entitle the Lessee to terminate or cancel the same, (c) amend, or modify the same so as to reduce the term thereof, the rent payable thereunder, or to change any renewal provisions therein contained, (d) waive any default thereunder or breach thereof, (e) give any consent, waiver or approval thereunder or take any other action in connection therewith or with the Lessee thereunder, which would have the effect of impairing the value of Lessor's interest thereunder, or the property subject thereto, or of impairing the position or interest of the Trustee or Lender or (f) sell, assign, pledge, mortgage or otherwise dispose of or encumber its interest in any such lease or any rents, issues or profits leasing or arising thereunder.

14. Any of the following shall be deemed an event of default (herein "default") under this Trust Deed: (a) failure to pay any installment of principal or interest or any other sum secured hereby when due, (b) a breach or default under any covenant or agreement of Borrower in this Trust Deed, the Note or any other agreements entered into by Borrower with Lender relating to the indebtedness secured hereby, (c) any representation, statement, or covenant made by the Borrower herein, hereafter pursuant to the terms hereof, or given in connection herewith for any indebtedness secured hereby should be false or misleading, or (d) if the Trustor is a corporation and there is a change in ownership of 50% or more of the corporation's stock or if the Trustor is a partnership or limited liability company and there is a change in the membership or a dissolution of the partnership or limited liability company or if all or any part of the Property or any interest therein is deeded, sold by land contractor, leased with option to purchase, or otherwise conveyed, alienated or further encumbered either voluntarily or involuntarily without Lender's prior written consent.

15. In the event of default, Lender at its option may declare all of the sums secured by this Trust Deed to be immediately due and payable without further demand and may invoke the power of sale and/or any other remedies permitted by applicable law including the right to foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real estate. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing such remedies including, but not limited to, reasonable attorney's fees.

If the power of sale is invoked, Trustee shall record a notice of default in each county in which the Property or some part thereof is located and provide notice thereof in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, or the attorney or auctioneer for the Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser a Trustee's Deed, without warranty, conveying the property sold. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to the costs and expenses of exercising the power of sale and of the sale including the payment of Trustee's fees, attorney fees, costs of title evidence and the fees and expenses of any auctioneer engaged to assist in the sale, (b) to all sums secured by this Trust Deed, (c) to the payment of junior trust deeds, mortgages, or other lien holders, and (d) the excess, if any, to the person or persons legally entitled thereto.

Borrower agrees to vacate the premises upon sale by the Trustee or judicial sale. The purchaser shall have all rights available in law or equity to obtain possession of the Property or evict occupants thereof. If the Property is occupied by Borrower as a dwelling unit and the Borrower continues to occupy the Property after the sale, the Borrower, at purchaser's election, shall be deemed occupying the Property under a rental agreement terminable at will and may be evicted by the purchaser under the provisions of the Uniform Residential Landlord and Tenant Act. Borrower waives any right to a jury trial in any eviction proceedings. Borrower shall be liable to purchaser for the fair rental value of the Property for any time Borrower continues to occupy or withhold possession of the Property and all costs and attorney fees in connection with any eviction proceedings.

If there are multiple properties securing the indebtedness secured by this Trust Deed, for the purpose of any deficiency action arising after the exercise of the power of sale, the parties agree that Lender's cause of action shall not commence to accrue until the last of such properties that Lender elects to exercise the power of sale on has been sold at Trustee's sale. Lender may elect not to exercise the power of sale or foreclose on any property, in its sole discretion, and any property not so sold shall not enter into any calculations for deficiency judgments. The parties further agree that the fair market value of the Property for any deficiency action shall be the higher of: (a) the amount bid by the highest bidder at the public sale or (b) the value as determined by an independent licensed or registered appraiser in Nebraska, selected by Lender, reduced by the then prevailing realtor's commission imposed for reselling property.

16. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy in the event of continuing or future breaches by the Borrower.

17. All remedies provided in this Trust Deed are distinct and cumulative to any other right or remedy under this Trust Deed or afforded by law or equity, and may be exercised concurrently, independently or successively. If Borrower has given Lender a chattel mortgage, or security agreement on personal property as additional security for the debt secured hereby, in the event of default hereunder or thereunder, Lender shall have the right and option to first foreclose on said personal property without prejudice to its right to thereafter sell or foreclose the Property or to pursue all security at the same time or to pursue the personal property after the sale or foreclosure of the Property.

18. When the obligation secured hereby has been satisfied, the Lender shall, upon written request by the Borrower or Borrower's successor in interest or designated representative deliver a deed of reconveyance in recordable form duly executed by the Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. The Borrower, Borrower's successor in interest or party requesting the reconveyance shall pay all costs incident to the preparation of the reconveyance and recordation thereof, if any.

19. Trustee may be Lender's legal counsel. Trustee shall not be liable for any action taken in good faith and the parties hereto shall indemnify and hold harmless Trustee for all acts or omissions except for acts of gross negligence or bad faith. Lender, at Lender's option, may from time to time appoint a successor trustee by filing for record in the office of the Register of Deeds in the County in which this Trust Deed is recorded a substitution of trustee. The new trustee shall succeed to all the power, duties, authority and title of the Trustee named herein or any successor trustee.

20. Borrower requests that copies of any notice of default and notice of sale be mailed to 7656 South 37th Street Lincoln NE 68516

If the Borrower wants to change such address or the person designated to receive such notice then Borrower must file a separate request for such notice with the Register of Deeds of each county in which the Property is located setting forth the name and address of the person to whom notice is to be sent, and identifying this Trust Deed by stating the names of the parties hereto, the date it was recorded and the instrument number or book and page thereof. If no such separate request is filed then notice mailed to the party and address set forth above shall be deemed legally conclusive as notice to the Borrower notwithstanding any subsequent death, incapacity or disability, or change of address, marital status, name, capacity or membership.

21. Borrowers warrant and represent that no hazardous material has been placed, held, located or disposed of on, under or at the Property and no underground storage tanks have been installed, used or exist on the Property and there is no investigation, order or litigation with respect to hazardous substances or underground storage tanks relating to the Property. Borrower agrees to not use, generate, store, or dispose of or permit the use, generation, storage, or disposal of any hazardous material above, in, on, or under the Property now or at any future time and shall not install underground storage tanks upon the Property. If it is determined at any time that there are hazardous materials located above, in, on, or under the Property, which under environmental law require a special handling, use, collection, storage, treatment or disposal, the Borrower shall commence within thirty (30) days after notice thereof, at its sole expense to comply with all such environmental requirements. Failure to comply with such environmental requirements shall constitute an event of default under this Trust Deed. Borrower agrees to indemnify and hold harmless Lender against and from any and all claims, costs and proceedings, which may be asserted against Lender relating to or arising from environmental matters, laws or regulations. This indemnification shall survive notwithstanding the exercise of the power of sale, foreclosure or deed of reconveyance.

22. Extension of the time for payment or modification of any amortization of any the indebtedness to any successor in interest of the Borrower shall not operate to release in any manner the liability of Borrower. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Trust Deed upon any portion of the Property not then or thereafter released as security for the full amount of all unpaid obligations, Lender may, from time to time and without notice, (1) release any person so liable, (2) extend the maturity or alter any of the terms of such obligations, (3) grant other indulgences, (4) release or reconvey or cause to be reconveyed at any time at Lender's option any parcel, portion or all of the Property, (5) take or release any other or additional security for any obligation herein mentioned, or (6) make compositions or other arrangements with debtors in relation thereto.

23. This Trust Deed shall constitute a security agreement and fixture filing under the provisions of the Nebraska Uniform Commercial Code with respect to those fixtures constituting a part of the Property, together with all other property Borrower now or hereafter located at or on the Property. Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code in addition to the rights and remedies created under and accordance to Lender pursuant to this Trust Deed.

24. This Trust Deed shall be governed by the laws of the State of Nebraska.

25. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure, to the respective heirs, representatives, successors and assigns of the parties. All covenants and agreements of Borrower shall be joint and several. Whenever reference is made to the singular hereunder, it shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, Borrower has executed this Trust Deed.

Cecil A Blake
Borrower Cecil A Blake

Hortensia C Blake
Borrower Hortensia C Blake

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder! ACKNOWLEDGMENTS

STATE OF Nebraska The foregoing instrument was acknowledged before me this 30th day of September, 1999, by Cecil A Blake and Hortensia C Blake, husband and wife

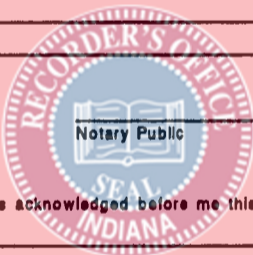
County of Lancaster

GENERAL NOTARY-State of Nebraska
KELLY HILLMAN
My Comm. Exp. Nov. 30, 2002

Kelly Hillman
Notary Public James L. Essary Kelly Hillman

STATE OF _____ The foregoing instrument was acknowledged before me this _____ day of _____, by _____

County of _____



STATE OF _____ The foregoing instrument was acknowledged before me this _____ day of _____, by _____

County of _____

of _____, a _____, corporation, on behalf of the corporation

Notary Public

STATE OF _____ The foregoing instrument was acknowledged before me this _____ day of _____, by _____, a partner, on behalf of _____, a partnership.

County of _____

Notary Public

STATE OF _____ Entered on numerical index and filed for record in the Register of Deeds Office of said County the _____ day of _____, at _____ o'clock and _____ minutes _____ M., and recorded in Book _____ of _____ at page _____.

County of _____

Register of Deeds

By _____ Deputy