

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

99087622

99 OCT 26 AM 8:49

MORTGAGE  
RECORDER

Mortgage

THIS MORTGAGE is made on October 11, 1999, between Hugh L. Richardson and Carol J. Richardson, husband and wife whose address is 430 W Walnut Street, Crown Point, IN 46307 (the "Mortgagor") and Bank One, Indiana, N.A., a national banking association whose address is 8585 Broadway, Merrillville, IN 46410, (the "Mortgagee").

The Mortgagor MORTGAGES AND WARRANTS to the Mortgagee real property and all the buildings, structures and improvements on it described as:

Land located in the City of Crown Point County of Lake, State of Indiana:

Parts of Lots 17 and 18 in the Town now the City of Crown Point, as per plat thereof, recorded in Deed Record "B", page 121, and in Plat Book 1, page 46, in the Office of the Recorder of Lake County, Indiana, and more particularly described as follows: beginning at a point 40 feet south of the Northeast corner of said Lot 18; thence South 114 feet along the East lines of said Lots 17 and 18; thence West 105 feet to the East line of the alley; thence North along the East line of said alley 114 feet; thence East 105 feet to the point of beginning, excepting therefrom the South 61 1/2 feet thereof. (the "Premises").

Commonly known as: 123 N Main Street, Crown Point, IN 46307.

Tax Parcel Identification No Taxing Unit 23 Key No 9-17-47

The Premises shall also include all of the Mortgagor's right, title and interest in and to the following:

1. All easements, rights-of-way, licenses, privileges and hereditaments.
2. Land lying in the bed of any road, or the like, opened, proposed or vacated, or any strip or gore, adjoining the Premises.
3. All machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or useable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be mortgage deemed conclusively to be real estate and mortgaged and warranted to the Mortgagee.
4. All mineral, oil, gas and water rights, royalties, water and water stock, timber and timber rights, if any.
5. All awards or payments including interest made as a result of: the exercise of the right of eminent domain; the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises, and the reasonable attorneys' and paralegals' fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment.
6. All of the rents, issues and profits of the Premises under present or future leases, or otherwise.

The Premises are unencumbered except as follows: NA.

("Permitted Encumbrances"). If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the indebtedness or obligation evidenced by:

- (i) the note(s) dated October 11, 1999 in the principal amount(s) of \$150,000.00 respectively maturing on October 11, 2002 executed and delivered by Polydisc, Incorporated to the Mortgagee;

including any extensions, renewals, modifications or replacements without limit as to number or frequency (the "Debt").

Cross-Lien. The Debt shall also include all other present and future, direct and indirect obligations and liabilities of the Mortgagor, or any one or more of them, with or without others, to the Mortgagee or any of its affiliates up to a maximum of \$150,000.00. This shall not apply to any obligation or debt incurred for personal, family or household purposes unless the note or guaranty expressly states that it is secured by this Mortgage.