

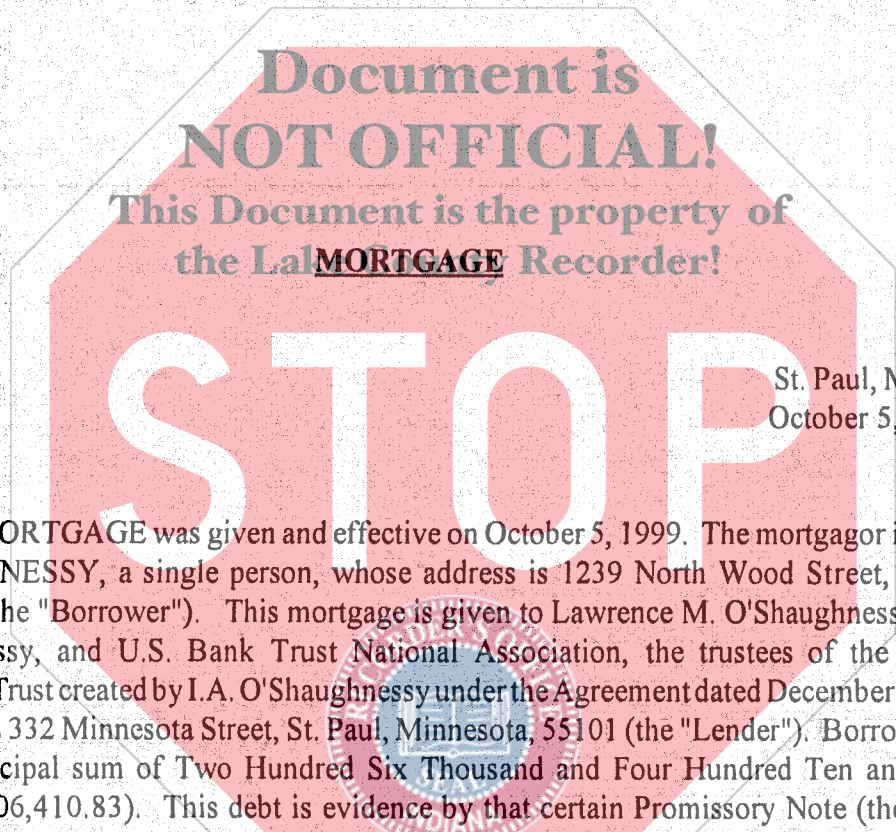
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LAKE COUNTY
FILED FOR RECORD

2000 APR -3 AM 8:48

MORRIS W. CARTER
RECORDER



\$206,410.83

St. Paul, Minnesota
October 5, 1999

THIS MORTGAGE was given and effective on October 5, 1999. The mortgagor is MARY K. O'SHAUGHNESSY, a single person, whose address is 1239 North Wood Street, Chicago, Illinois 60622 (the "Borrower"). This mortgage is given to Lawrence M. O'Shaughnessy, Eileen A. O'Shaughnessy, and U.S. Bank Trust National Association, the trustees of the Mary K. O'Shaughnessy Trust created by I.A. O'Shaughnessy under the Agreement dated December 26, 1951, whose address is 332 Minnesota Street, St. Paul, Minnesota, 55101 (the "Lender"). Borrower owes Lender the principal sum of Two Hundred Six Thousand and Four Hundred Ten and 83/100 DOLLARS (\$206,410.83). This debt is evidenced by that certain Promissory Note (the "Note") bearing even date herewith between the Borrower and the Lender which provides for annual payments, with the full debt, if not paid earlier, due and payable on October 5, 2039 This Mortgage secures to the Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under this Mortgage to protect the security of this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Note. For this purpose, Borrower does hereby mortgage, grant, convey, and warrant to Lender, with power of sale, the property located in Lake County, Indiana, described as follows:

Lots 14, 15, and 16 in Block 1 in Lakeside Addition, in the City of Gary, as per plat thereof, recorded in Plat Book 14 page 25, in the Office of the Recorder of Lake County, Indiana

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WS Corporate Services
 P.O. Box 65607
 St. Paul MN 55165-9926

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together with all the improvements now or hereafter erected on the property, and all easements, hereditaments, fixtures, and appurtenances belonging thereto. All replacements and additions shall be covered by this Mortgage. All the foregoing shall be referred to in this Mortgage as the "Property."

The Borrower does hereby mortgage, grant, and convey and warrant the Property to the Lender forever. The Borrower covenants with Lender that Borrower is lawfully seized of the Property and has good right to convey the same; that the Property is free from all encumbrances, except as listed on Exhibit A. The Borrower further covenants that Lender shall quietly enjoy and possess the same; and that the Borrower will Warrant and Defend the title to the same against all lawful claims not hereinbefore specifically excepted in Exhibit A hereto.

PROVIDED, NEVERTHELESS, That if the Borrower shall pay to the Lender the principal sum of Two Hundred Six Thousand and Four Hundred Ten and 83/100 DOLLARS (\$206,410.83) any accrued interest, according to the terms of the Note, the final payment being due October 5, 2039, and shall repay to the Lender, at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, in payment of taxes on the Property, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this Mortgage shall be null and void, and shall be released at the Borrower's expense. The Borrower expressly agrees the pay the debt above secured, without any relief whatsoever from valuation or appraisal laws of the state of Indiana.

AND Borrower covenants with Lender as follows:

- i. to pay the principal sum of money and interest as specified in the Note;
- ii. to pay all taxes and assessments now due or that may hereafter become liens against the Property before penalty attaches thereto;
- iii. to keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion, for at least the amount of

at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Borrower shall procure and maintain flood insurance in amounts reasonably satisfactory to Lender. Each insurance policy shall contain a loss

payable clause in favor of Lender affording all rights and privileges customarily provided under the so-called standard mortgage clause. In the event of damage to the Property by fire or other casualty, Borrower shall promptly give notice of such damage to Lender and the insurance company. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Indiana and acceptable to Lender. The insurance policies shall provide for not less than ten days written notice to Lender before cancellation, non-renewal, termination, or change in coverage, and Borrower shall deliver to the Lender a duplicate original or certificate of such insurance policies;

- iv. to pay, when due, both principal and interest of all prior liens or encumbrances, if any, and to keep the Property free and clear of all other prior liens or encumbrances;
- v. to commit or permit no waste on the Property and to keep it in good repair;
- vi. to complete forthwith any improvements which may hereafter be under course of construction on the Property; and
- vii. to pay any other expenses and attorney's fees incurred by Lender by reason of litigation with any third party for the protection of the lien of this Mortgage.

In case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorney's fees as above specified, or to insure said buildings, improvements, and fixtures and deliver the policies as aforesaid, Lender may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the same rate set forth in the Note, and shall be impressed as an additional lien upon the Property and be immediately due and payable from Borrower to Lender and this Mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, Borrower confers upon the Lender the option of declaring the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and hereby authorizes and empowers Lender to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees the Borrower agrees to pay.

The Borrower and the Lender further covenant and agree as follows:

1. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.
2. Upon default of any covenant or agreement by Borrower under the terms of the Note or this Mortgage, Lender prior to foreclosure shall mail notice to Borrower as provided herein specifying: (a) the nature of the default by the Borrower; (b) the action required to cure such

default; (c) a date, not less than thirty (30) days from the date the notice is mailed to Borrower by which such default must be cured; and (d) that failure to cure such default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of the Borrower to acceleration and sale.

3. In addition to any notice required under applicable law to be given in another manner, (a) any notice to the Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to the Borrower at the Property address or at such other address as the Borrower may designate by notice in writing to the Lender as provided herein, and (b) any notice to the Lender shall be given by certified mail, return receipt requested, to Lender at the following address: Mr. Bradley D. Klein, Vice President, U.S. Bank Trust N.A., 332 Minnesota St., St. Paul, Minnesota 55101, or to such other address as Lender may designate by notice in writing to the Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

The terms of this Mortgage shall run with the Property and bind the parties hereto and their successors in interest. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and Note are declared to be severable.

IN TESTIMONY WHEREOF, the Borrower has hereunto set its hand.



Borrower:


MARY K. O'SHAUGHNESSY

Date: 2.23.00

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 23 day of February, 2000, by Mary K. O'Shaughnessy.

NOTARIAL STAMP OR SEAL (OR
OTHER TITLE OR RANK)
OFFICIAL SEAL
AVA REVZAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 07/11/01

Ava Revzan
SIGNATURE OF NOTARY PUBLIC OR
OTHER OFFICIAL

THIS INSTRUMENT WAS DRAFTED BY:
Briggs and Morgan, P.A. (RKYL)
2200 First National Bank Building
332 Minnesota Street
St. Paul, Minnesota 55101
(612) 223-6600

