

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 04351  
INDIANA DEED TRUST

2000 JUN 21 AM 10:27

MORRIS W. CARTER  
RECORDER

KNOW ALL MEN BY THESE PRESENTS:

That Rudy Byron Sr. and Rita Byron (Husband and Wife)

hereinafter called "Mortgagor," for a valuable consideration, do hereby grant, bargain, sell, convey and deliver unto Charles Huchingson Dba A-1 Bail Bond Co., hereinafter called "Mortgagee," and unto its successors and assigns, the following described property situated in Lake County, Indiana Lot 42, Block 3, Sunrise Subdivision, in the City of Gary, as shown in Plat Book 32, page 77, in Lake County, Indiana.

Real property commonly known as: 9221 East 6th Place, Gary, In. 46403  
#47-464-42

ONE NOTE OF EVEN DATE IN THE AMOUNT OF 50,000.00 PAYABLE IN THE EVENT OF THE FAILURE OF Rudy Byron Jr. TO APPEAR IN THE CIRCUIT COURT OF CRITTENDEN, COUNTY, ARKANSAS, ON JUNE 26, 2000 AND ANY FURTHER APPEARANCES REQUIRED OF SAID DEFENDANT BY SAID COURT. UPON FINAL DISPOSITION OF THE CRIMINAL CHARGES AGAINST SAID DEFENDANT BY SAID COURT, THIS NOTE AND DEED OF TRUST ARE HEREBY CANCELLED AND WITHDRAWN, PURSUANT TO BAIL BOND AGREEMENT EXECUTED HERewith.



JUN 19 2000

This mortgage also conveys all buildings and improvements now or at any time hereafter located on any land hereinabove described, together with all of the following equipment now or at any time hereafter located in such building regardless of method of annexation or removability: All electrical equipment (including lighting equipment, refrigeration equipment, ceiling fans, attic and window fans, motors and all other electrical paraphernalia) except items attached merely by plugging in wall sockets; all furnaces (including floor furnaces), heaters, radiators and all other heating equipment except small gas stoves on floor; all bath tubs, toilets, sinks, basins, pipes and other plumbing equipment; all screens, awnings, and window shades; all linoleum and other permanent floor coverings; all engines and elevators.

TO HAVE AND TO HOLD the same unto Charles Huchingson and its successors and assigns forever.

01340

24.00  
120750

And Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor will forever warrant and defend the title to all said property against all lawful claims whatever.

PROVIDED, however, the foregoing conveyance is given as a Mortgage for the purpose of securing the following:

(a) The payment of a promissory note, of even date herewith, and all successive extensions and renewals of the indebtedness represented thereby, evidencing a principal indebtedness (which indebtedness, and all extensions and renewals thereof is hereinafter called the "Primary Indebtedness") of Fifty-Thousand Dollars (\$50,000), executed by Mortgagor payable to the order of Mortgagee.

(b) Also, the payment of all future and additional indebtedness, direct or indirect, created after the date of this mortgage, which may be owing by Mortgagor (or by any of the persons herein designated under the term "Mortgagor") to the holder of the Primary Indebtedness at any time prior to the payment in full with interest of the Primary Indebtedness or the foreclosure of this mortgage therefor (the event occurring first to be controlling); such additional indebtedness to be secured hereby regardless of whether it shall be predicated upon future loans or advances hereafter made by the holder of the Primary Indebtedness, or obligations hereafter acquired by such holder through assignment or subrogation or otherwise, or shall represent indirect obligations (created after the date of this mortgage) based upon any endorsements, guaranties or suretyship; AND IT IS AGREED THAT THIS MORTGAGE SHALL STAND AS SECURITY FOR ALL SUCH FUTURE AND ADDITIONAL INDEBTEDNESS WHETHER IT BE INCURRED FOR ANY BUSINESS PURPOSE THAT WAS RELATED OR WHOLLY UNRELATED TO THE PURPOSE OF THE ORIGINAL LOAN, OR WHETHER IT WAS INCURRED FOR SOME PERSONAL OR NON-BUSINESS PURPOSE, OR FOR ANY OTHER PURPOSE RELATED OR UNRELATED, OR SIMILAR OR DISSIMILAR, TO THE PURPOSE OF THE ORIGINAL LOAN.

(c) Also, the repayment to the holder of the indebtedness secured hereby of all reimbursable expense at any time accruing to such holder under the provisions of Paragraph (3) hereof.

Upon the payment of all such sums, this Mortgage will become void and will be released by a proper marginal notation or, at the option of the holder of the secured debt, by a release deed to be recorded at the expense of Mortgagor.

(1) Mortgagor agrees:

(a) To pay, prior to delinquency, all taxes, special improvement assessments and other governmental charges against the mortgaged property, both real and personal, at any time levied or becoming due.

(b) To carry insurance upon all insurable property encumbered hereby against such hazards, in such amounts and under such form of policies, as shall be acceptable to, or requested by, the holder(s) of the indebtedness secured hereby; each insurance policy to carry mortgage clause in favor of such holder(s) upon such form as may be approved by the holder(s), and each policy to be delivered to and held by such holder(s). Also to carry public liability insurance, and insurance against other hazards, to such extent as may be requested by the holder(s) of the secured indebtedness. In each instance, Mortgagor shall have the right to select the insurer, subject to Mortgagee's right to reject the proposed insurer for reasonable cause.

(c) To prevent the mortgaged property from becoming encumbered by any lien or charge having priority over, or on a parity with, the lien of this mortgage; and to comply with all statutes, ordinances and regulations relating to such property.

(d) To protect the mortgaged property from waste, injury or unusual deterioration and, without subjecting the property to any statutory lien, to make all replacements and repairs necessary to keep the mortgaged property in good physical condition. In that connection, it is agreed that Mortgagor may not cut the timber from any land encumbered hereby; moreover, Mortgagor may not remove or substantially remodel or alter any structure on the mortgaged land without prior written consent of the holder(s) of the secured indebtedness.

(2) The holder(s) of the Primary Indebtedness or any future or additional indebtedness secured hereby under Paragraph (4)(b) hereof (whether such indebtedness then be evidenced by the original note(s) or by any instrument(s) given in renewal or extension of such indebtedness) may, at the option of such holder(s), declare the entire unmatured portion of all indebtedness secured hereby, together with all interest accrued on the entire secured debt, to be immediately due and payable, and the same shall forthwith become immediately due and payable (which acceleration of maturity may be accomplished without notice to anyone), in any one of the following events:

(a) Upon the filing of a voluntary or involuntary petition to subject Mortgagor (or any party obligated as maker, endorser, surety or guarantor for the payment of the secured indebtedness) to any bankruptcy, debt-adjustment, receivership or other insolvency proceeding.

(b) Upon the occurrence of any event which, under the terms of the instrument(s) at any time evidencing the indebtedness secured hereby, warrants an acceleration (at the option of the payee) of the maturity of said indebtedness.

(c) If default shall be made in the payment of any part of the principal indebtedness secured hereby, or any interest accruing on such principal indebtedness, as the same becomes due and payable according to the terms of the original note(s), or of any extension or renewal thereof at any time evidencing such indebtedness.

etc. The cost of the abstract or supplemental abstract procured by the holder(s) of the secured indebtedness to facilitate foreclosure will also constitute a part of the reimbursable expense secured hereby.

(4) In the event of a default hereunder the holder(s) of the indebtedness secured hereby shall be entitled to the following remedies:

(a) Said holder(s) may elect to pursue its remedies provided by judicial proceedings in equity or at its option it may:

(b) Foreclose this mortgage pursuant to and in compliance with the laws of the State of Indiana by public sale to the highest bidder for cash, on the premises or at the main door of the Courthouse of the County of Lake, State of Indiana, public notice of the time, terms and place of said sale having been given for thirty (30) days by publication in some newspaper, published in said County, once a week for four (4) consecutive weeks prior to the date of sale, the final publication to be no more than seven (7) days prior to the sale, which advertisement shall be sufficient for the purpose of foreclosure. [THE OWNER OF THE NOTE SECURED HEREBY MAY BECOME A PURCHASER AT SUCH SALE.] No bid shall be accepted that is less than two-thirds (2/3) of the entire indebtedness due at the date of sale. Notice required will be directed to the Mortgagor at the following address supplied by Mortgagor, to wit:

(c) Election of either (a) or (b) by the Mortgagee is not irrevocable and Mortgagee may at any time subsequent to commencement of the proceedings terminate such proceeding and proceed with the other procedure.

(d) Such holder(s) may require the Mortgagor to assemble (at Mortgagor's expense) any or all of the personal property encumbered hereby and make it available to such holder(s) at a place specified by such holder(s) which is reasonably convenient to both parties; and such holder(s) may enforce all of its or their remedies, in respect to the encumbered personal property, that may be available under the Uniform Commercial Code. In the last event all expenses of retaking, holding, preparing for sale, selling or the like, as well as all reasonable attorney's fees (not exceeding 10% of the secured indebtedness plus accrued interest) and lawful expenses incurred by said holder(s) in enforcing such remedies shall be payable to said holder(s) by Mortgagor and shall constitute a part of the secured indebtedness.

(e) The holder(s) of the indebtedness secured hereby may enforce the lien of this mortgage in respect to all real and personal property encumbered hereby by proceedings that are prosecuted simultaneously or are prosecuted separately in such order as the holder(s) may select.

(5) The Mortgagor releases all right of appraisal hereunder and also releases unto the Mortgagee all right of redemption under the laws of Indiana if any.

(d) If Mortgagor shall fail to comply with any of the agreements contained in Paragraph (1) of this mortgage.

(e) If Mortgagor, being a partnership or a corporation, shall be dissolved or reorganized in any manner.

(f) If at any time it should appear that the Mortgagor has attempted to sell free from the lien of this Mortgage any personal property or removable fixture encumbered hereby, or is about to attempt such a sale; or that any personalty or removable fixture encumbered hereby has been, or is about to be, moved to a different jurisdiction, subjected to a physical damage or unusual deterioration, seized under legal process, or subjected by the Mortgagor or a third party to any other disposition which in the opinion of the holder(s) of the secured indebtedness will impair the security value of this instrument.

(g) If at any time it shall appear that any financial statement or other representation made to obtain the loan secured hereby is materially incorrect; or that Mortgagor's title to the mortgaged properties, or any portion thereof, is subject to any prior lien, title or interest not mentioned in this mortgage as a prior encumbrance.

(h) If at any time Mortgagor shall sell or convey the title to or any interest in any realty mortgaged hereunder without the prior written consent of the holder(s) of the secured indebtedness.

It is particularly understood that the foregoing acceleration provisions will be applicable not only to the maturities recited in the original mortgage note(s) but also to any substituted maturities created by extension or renewal. The failure of the holder(s) of the secured indebtedness to declare any acceleration of maturities when a ground therefor exists, even though such forbearance may be repeated from time to time, will not constitute a waiver of the right of such holder(s) to accelerate maturities upon a reoccurrence of the same ground therefore, nor will the act of such holder(s) in remedying any condition resulting from the Mortgagor's default bar the holder(s) from declaring an acceleration of maturities by reason of such default.

(3) If the holder(s) of the indebtedness secured hereby shall expend any sum or sums for the protection of any of the mortgaged property or the lien of this mortgage (such holder(s) to have uncontrolled discretion as to the necessity of making any such expenditures), the repayment of such sum or sums on demand (with interest thereon at the rate of 10% per annum from the date of each expenditure) shall be the personal obligation of the Mortgagor; and such obligation to repay will constitute a part of the indebtedness secured hereby. The expenditures thus made reimbursable will include (without limiting the foregoing) taxes, special improvement assessments, insurance premiums, repairs and maintenance expenses, watchman's compensation, sums paid to discharge prior liens, rents on premises in which mortgaged personalty may be situated,

EXECUTED on this 4th day of May 2000.

Rudy Byron Sr.  
Rudy Byron Sr.  
Rita Byron  
Rita Byron

ACKNOWLEDGMENT

State of Indiana

County of Lake This Document is the property of

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the county and state aforesaid, personally appeared Rudy Rita Byron to me well known to be the person whose name appears in the foregoing instrument, and stated that he had executed the same for the consideration, uses and purposes therein stated.

Notary Public Michelle E. Amstrong

My Commission Expires: 7-23-00

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A-1 Bail Bond Co.  
1110 Rich Road  
West Memphis, Arkansas  
72301