

(4)

2000-044695

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**MORTGAGE DEED**

This Mortgage is given by **HOLY RESURRECTION ORTHODOX CHURCH, INC.** hereinafter called Borrower, of Lake County, Indiana, to **WATER STREET TRUST**, hereinafter called Lender, which term includes any holder of this Mortgage, to secure the payment of the **PRINCIPAL SUM of ONE HUNDRED THIRTY-ONE THOUSAND \$131,000.00** together with interest thereon computed on the outstanding balance, all as provided in a Promissory Note having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and this Mortgage.

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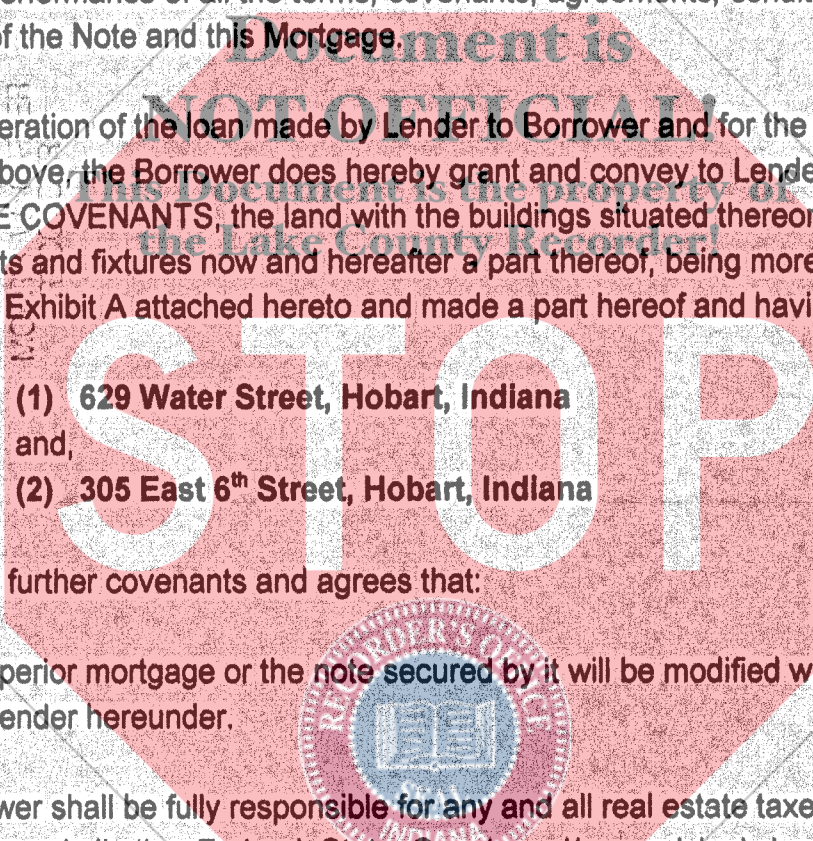
In consideration of the loan made by Lender to Borrower and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with **MORTGAGE COVENANTS**, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of:

- (1) 629 Water Street, Hobart, Indiana
- and,
- (2) 305 East 6<sup>th</sup> Street, Hobart, Indiana

Borrower further covenants and agrees that:

1. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.
2. Borrower shall be fully responsible for any and all real estate taxes, betterment assessments and all other Federal, State, County and/or municipal charges, assessments and/or taxes which can or may become a lien against the mortgaged premises, as such become due and owing. Neither this Mortgage nor the Promissory Note contemplates the Lender establishing an escrow fund or other such fund for the payment of such taxes, assessments, or other such charges.
3. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.

591165



STATE OF INDIANA  
 LAKE COUNTY  
 FILED FOR RECORD  
 99 NOV 23 AM 9:10  
 LAKE COUNTY RECORDER

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE MORTGAGOR.

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1650  
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4. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.

5. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.

6. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.

7. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.

8. Borrower shall maintain adequate insurance on the property in amounts and form of coverage acceptable to Lender and the Lender shall be a named insured as its interest may appear.

9. Borrower shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.

10. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of said land in fee simple; that the Borrower has lawful authority to mortgage said land and that said land is free and clear of all encumbrances except as may be expressly contained herein.

This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein, for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under State law.

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Executed under seal this 17 day of November, 1999.

HOLY RESURRECTION ORTHODOX CHURCH

**BORROWER:**

BY: R. Curtis Parrish

Curt Parrish, in his capacity as Counsel Board President for the Borrower only, pursuant to Holy Resurrection Counsel Board Resolution, and not in his individual capacity. AKIA R. CURTIS PARRISH

STATE OF INDIANA  
COUNTY OF LAKE

**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder

On November 17, 1999 before me, JACALYN L. SMITH, personally appeared **CURT PARRISH**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

AKIA R. CURTIS PARRISH Counsel Board President of Holy Resurrection Church

WITNESS my hand and official seal.

Signature

Jacalyn L. Smith

(SEAL)

County of residence:

JACALYN L. SMITH  
NOTARY PUBLIC STATE OF INDIANA  
Resident of Lake County  
Commission Expires 11/10/1999

My Commission expires:

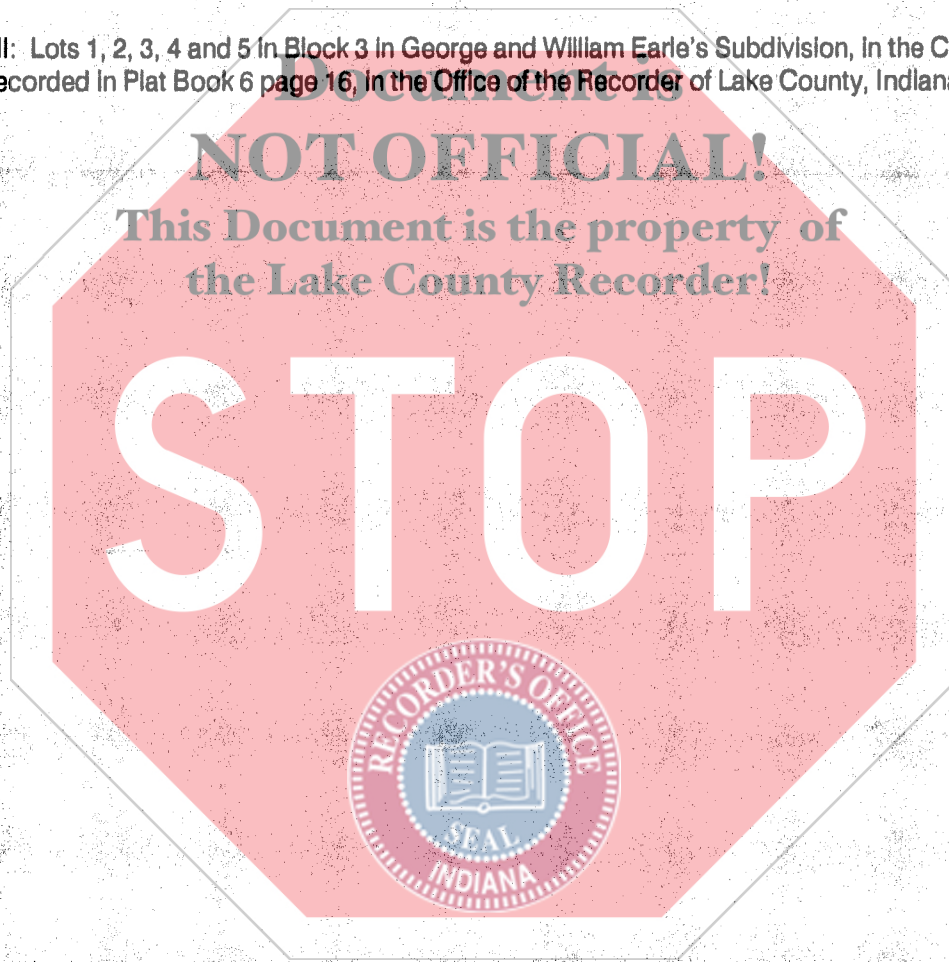
Affiant:  Known;  Produced ID: Type of ID Drivers License

PREPARED BY: Attorney Robert Henke (Atty # 15454-64), 5955 Central Avenue, Suite 1, Portage, Indiana 46368.

### LEGAL DESCRIPTION

PARCEL I: Commencing at a point 159 feet South and 33 feet East of the Northwest corner of the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 32, Township 36 North, Range 7 West of the 2nd Principal Meridian, running thence East 125 feet; thence South 75 feet; thence West 125 feet; thence North 75 feet to the place of beginning, In Lake County, Indiana.

PARCEL II: Lots 1, 2, 3, 4 and 5 in Block 3 in George and William Earle's Subdivision, in the City of Hobart, as per plat thereof, recorded in Plat Book 6 page 16, in the Office of the Recorder of Lake County, Indiana.



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