REAL ESTATE MORTGAGE 2000 064412 MORTGAGE 2000 064412 MORTGAGE

This indenture witnesseth that

MODELS W. CARTER

PEOPLES BANK SB as Trustee under Trust Agreement dated April 3, 1995 and known as Trust No. 10161

o/ Lake County, Indiana

as MORTGAGOR,

Mortgages and warrants to

FRIEDA ANDERSEN

O Lake County,

Indiana, as MORTGAGEE,

the following real estate in State of Indiana, to wit:

Lake

County

Lot 4 in Herman Rausch's Addition to Hammond as shown in Plat Book 16, Page 3, in Lake County, Indiana.

Address: 6736 Calumet Ave., Hammond, IN 46320

Tax Key No. 35-02-67 0004 Dup 746393

35-02-67 0004 Dup 746393

as well as the rents, profits and one other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A To secure the payment, when the same shall become due, of the following indebtedness of even date herewith:

THIRTY-SEVEN THOUSAND FIFTY-ONE AND 32/100-----(\$37,051.32) DOLLARS

with interest at the rate of 8 per cent per annum computed monthly during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest of the rate of per annum computed semi-annually during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Approximent Laws, and with attorney's fees;

B Also securing any renewal or extension of such indebtedness;

C Also securing all future advances to the full amount of this mortgage;

D Also recurring all indebtedness or liabilities incurred by the holder hereof for the protection of this recurity or for the collection of this mortgage.

Mortgagor agrees to pay to Mortgages, in addition to the regular payments, an amount in equal monthly installments which will cover future payments of taxes, insurance and assessments against said real estate; and these payments shall constitute a trust fund out of which all future taxes, insurance and assessments shall be paid by Mortgages so far as it shall cover such payments, and any deficiency shall be paid by Mortgagor as and when the payments become due, and any permanent surplus shall be credited to the principal.

Morigogor further covenants and agrees as follows:

In To keep all buildings, fixtures and improvements on said premises, now or her size erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mountaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as say be approved by Mostgages as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mostgages in form satisfactory to Mostgages to be delivered to possession of Mostgages to be held continuously through period of the existence of said indebtedness or any portion thereof.

3. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises to appropriated shall be paid to this Mortgagee.

6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any initall-ment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event-any proceedings shall be instituted on any junior lien or encumbrance against said teal estate, then the Mortgages herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.

7. In case of delinquency or default in any payment required in this mortgage and the institution of forcelosure proceedings thereunder, Mortgages is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of eight per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of forcelosure and purchase of said real estate pursuant to said forcelosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgages.

Which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgages pending foreclosure proseedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this mortgage shall be binding on each and a successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successions in aumership.

10. Additional Cournants:



Siate of Indiana, Defere me, the undersione and State, this personally appeared:	d, a Notary Public	in and for said County	Duted this 11thay of April PEOPLES BANK SB as Trustee aforesaid Sae Attached BY:	,2000 Seal
•				_Seal
and coknowledged the exe	soullon of the force	adna merlagge lu vit.		Soal
ness whereof, I have here	unto subsorbed mi	y name and affixed my,		Seal
A 1 *		Nolary Public		اهه کـــ
Resident of	Lake	County		Seal
The instrument prepared by ROBERT C. COLLINS, JR., ATTORNEY AT LAW, 850 Burnham Ave., Calumet City, IL 60409				
Now in: ROBERT C. COLLINS, JR., ATTORNEY AT LAW, 850 Burnham Ave., Calumet City,				

Attachment to mortgage to Frieda Andersen for \$37,051.32 to Land Trust# 10161. This mortgage is executed by Peoples Bank SB, f/ka Peoples Bank, a Federal Savings Bank not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but his waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note. Nothing contained herein will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally is not a "Transferor" or "Transferee" under RPTL and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument le Lake County Recorder!

> PEOPLES BANK SB f/k/a Peoples Bank, Federal Savings Bank not personally, but as Trustee under

provisions of a Trust Agreement dated April 3, 1995 and

W. CT.

known as Trust No.10161

Jon E. DeGuccio
Senior Vice-President and Trust Office

ATTEST:

By: Kelly Live

Kelly Levine

Administrative Secretary

State of Indiana)

) SS:

County of Lake)

I, Joyce M. Barr, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Jon E. DeGuilio and Kelly Levine of PEOPLES BANK SB, an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice-President and Trust Officer and Administrative Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of the said Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of August, 2000.

My Commission Expires:

03/18/08

Resident of Lake County

Notary Public Signature

Joyce M. Barr

ROBERT C. COLLINS, JR.
ATTORNEY AT LAW
850 BURNHAM AVE.
P.O. BOX 1245
CALUMET CITY, IL 60409