

30753

FOR REL. SEE DOC # 94499

FOR REL. SEE DOC # 96501

FOR REL. SEE DOC # 131959

FOR REL. SEE DOC # 151285

PT

FOR REL. SEE DOC #

155856

FOR REL. SEE DOC #

221851

CM 458669  
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PIONEER NAT'L TITLE INS. CO.

Indiana Management Rly  
20 Box 301, Postage 46368

30753

REAL ESTATE MORTGAGE

THIS MORTGAGE, made the 3rd day of September, 1969, between Indiana Realty Management Associates, Inc., an Indiana corporation with its principal place of business in Porter County, Indiana, hereinafter called "MORTGAGOR," and the Northern Indiana Bank and Trust Company, Valparaiso, Indiana, hereinafter called "MORTGAGEE," WITNESSETH:

That Mortgagor, in consideration of the sum of Sixty-Two Thousand Nine Hundred (\$62,900.00) Dollars to it paid by Mortgagee, the receipt whereof is hereby acknowledged, does by these presents mortgage and warrant unto Mortgagee the following described real estate in the County of Lake, and the State of Indiana, to-wit:

- Parcel 1 All of Lot 33 and the North 20 feet of Lot 32 in Block 14 in Aetna Securities Company's First Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 20 page 20 in the Office of the Recorder of Lake County, Indiana.
- Parcel 2 Lots 6 and 7 and the North 1-1/2 feet of Lot 8 in Block 8 in Aetna Securities Company's First Subdivision in the City of Gary, as per plat thereof, recorded in Plat Book 20 page 20 in the Office of the Recorder of Lake County, Indiana.
- Parcel 3 Lot 1 in Block 7 in Aetna Manor Fourth Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 29 page 99 in the Office of the Recorder of Lake County, Indiana.
- Parcel 4 Lot 12 in Block 2 in Sunrise Subdivision in the City of Gary, as per plat thereof, recorded in Plat Book 32 page 77, in the Office of the Recorder of Lake County, Indiana.
- Parcel 5 Lot 49, Block 2, Aetna Manor Fourth Subdivision, in the City of Gary, Lake County, Indiana, as shown in Plat Book 29, page 99, in Lake County, Indiana.

Together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all screens, and storm windows, all permanently installed heating, lighting, plumbing, gas and electric equipment now installed therein and all replacements therefor that may from time to time be installed, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "Premises."

STATE OF INDIANA S NO  
LAKE COUNTY  
FILED FOR RECORD

SEP 9 11 36 AM '69

ANDREW J. MICENKO  
RECORDER

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This Mortgage is given to secure indebtedness in the amount of the consideration stated above for this mortgage, which indebtedness is evidenced by a real estate mortgage note for said amount, bearing even date herewith, payable to the order of the Mortgagee on or before June 30, 1974, and with interest as in said note provided without any relief whatever from valuation or appraisal laws of the State of Indiana and with attorneys fees. Said note provides further that:

1. The privilege is reserved to prepay principal in whole at any time and in part from time to time for the purpose of obtaining releases from the lien of this mortgage in accordance with its terms.

2. On default in any payment or in performance of any of the terms or conditions of this mortgage, the whole unpaid principal and accrued interest shall, at the option of the holder of said note, to be exercised at any time thereafter, become due and payable at once without notice, notice of the exercise of such option being expressly waived.

3. The maker of said note waives presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection, and consents that the time of payments of principal or interest or any part thereof may be extended by the holder of said note without modifying, altering, releasing, affecting, or limiting its liability or the lien of this mortgage.

4. Mortgagor will pay reasonable attorney's fees and expenses of collection incurred at any time when said note is in default.

PARTIAL RELEASE

From time to time, at Mortgagor's request, Mortgagee will release from the lien hereof one or more of the lots comprised within the above-mentioned real estate, together with all buildings and improvements now or hereafter erected thereon and the hereditaments and appurtenances pertaining to the property above described, upon payment by Mortgagor against the principal amount of said note of the amount or amounts corresponding to such lot or lots in the following list:

<u>Parcel No.</u>	<u>Amount</u>
1	\$13,500.00
2	13,000.00
3	12,500.00
4	12,900.00
5	11,000.00

provided however, that Mortgagee shall not be obligated to give any such release whenever Mortgagor is in default under said note or this mortgage.

MORTGAGOR COVENANTS AND AGREES:

1. To pay said indebtedness and the interest hereon as herein and in said note provided, or according to any agreement

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extending the time of payment thereof.

2. To pay prior to the delinquent date in each year, all taxes and assessments levied or assessed upon the Premises or any part thereof, and, upon demand by Mortgagee, to exhibit receipts therefore.

3. To pay, within thirty (30) days after the same shall become due under the ordinances, requirements or regulations of the municipality in which the premises or any portion thereof are situated, all water charges against said premises, and upon demand by Mortgagee, to exhibit receipts therefor.

4. Not to allow any building erected on the Premises to remain unfinished, nor do, nor permit to be done on the Premises, anything that might impair the value thereof, or the security intended to be effected by virtue of this instrument.

5. To keep all buildings and fixtures that may be upon said premises at any time during the continuance of said indebtedness insured against loss or damage by fire (with extended coverage endorsement) for the full insurable value of said buildings and fixtures; to make all sums recoverable upon such policies payable to Mortgagee by the usual mortgage clause to be attached to such policies; and to exhibit to or deposit with Mortgagee all of such policies upon Mortgagee's request.

6. In case default shall be made in the payment of any installment of said note or of interest thereon when due or if there shall be a failure on the part of Mortgagor to comply with any covenant, condition or provision of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified shall, at the option of Mortgagee and without notice to Mortgagor (such notice being hereby expressly waived), become due and collectible at once by foreclosure or otherwise.

7. Upon commencement of any proceeding to enforce or foreclose this mortgage, or at any time thereafter until expiration of the period of redemption, Mortgagee shall be entitled as a matter of right, without notice to Mortgagor or any person claiming under it, without regard to the solvency or insolvency of persons liable for the payment of the indebtedness hereby secured, without regard to the then value of the premises and the adequacy of the security, and whether or not the same shall then be occupied by the owner of the equity of redemption, to the immediate appointment of a receiver with power to take possession of the Premises, to collect all rentals and profits thereof and to hold and apply the receipts as the court may order for the benefit of Mortgagee and the maintenance of the security.

8. If note and mortgage, or either of them, shall be placed in the hands of an attorney for collection or foreclosure, or if Mortgagee voluntarily or involuntarily becomes or is made

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a party to any suit or proceeding relating to the Premises or to this mortgage or said note, Mortgagor shall reimburse Mortgagee for its reasonable attorney's fees, costs and expense of procuring abstracts or other evidences of title and title insurance in connection therewith.

9. Upon any default Mortgagee is hereby empowered to enter upon and take possession of the Premises, to let the same, to receive all rents, issues and profits thereof either due or to become due and apply such receipts in payment of necessary charges and expenses and on account of said indebtedness. Mortgagee's acts, as authorized in this paragraph shall not in any way affect its rights of foreclosure and the appointment of a receiver, or other rights of enforcement, as hereinafter provided.

10. Any award of damages under condemnation for injury to, or taking of, any part or all of the premises is hereby assigned to Mortgagee.

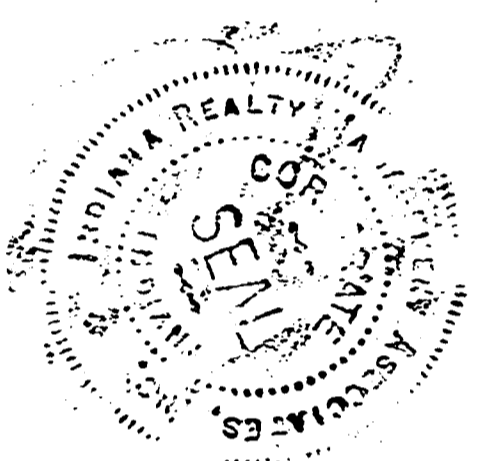
11. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. In the event of default by Mortgagor under any covenant or agreement contained in this mortgage, and for the limited purpose of correcting such default, Mortgagee, at its option (whether electing to declare the whole indebtedness hereby secured due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefore; (b) pay all said taxes and assessments without determining the validity thereof (unless Mortgagor has instituted proper legal proceedings to test the validity of such taxes or assessments and have deposited with Mortgagee security therefore acceptable to it); and (c) pay such liens, and all costs, expenses and attorney's fees herein covenanted to be paid by Mortgagor; (d) pay all water charges; (e) make repairs on any part of the premises, and (f) complete any unfinished building on the premises; and all such disbursements, with interest thereon from the time of payment at the highest rate allowed by law, shall be deemed a part of the indebtedness secured by this mortgage and shall be immediately due and payable by Mortgagor to Mortgagee.

13. Proceeds of any insurance policies received by Mortgagee by reason of loss or damage by fire and damages received by Mortgagee under condemnation for injury to, or taking of, any part or all of the premises may be invested in the premises in respect of which they were collected. Such proceeds or damages not so invested shall be applied to reduce the principal of said note and to reduce the amount of payment required for the release of lots and improvements in respect of which they were collected under the above Partial Releases paragraph.

IN WITNESS WHEREOF, said Mortgagor has hereunto signed and sealed this instrument on the day and year first above written.

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INDIANA REALTY MANAGEMENT ASSOCIATES, INC.

BY: Delmar R. Hoepfner  
Delmar R. Hoepfner, President

ATTEST:

Peggy Morphis  
Peggy Morphis, Assistant Secretary

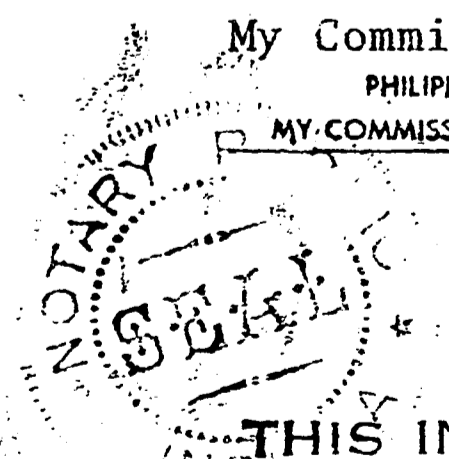
STATE OF INDIANA )  
COUNTY OF PORTER ) SS:

I, Philipp Brockington a notary public in and for said County, in the State aforesaid DO HEREBY CERTIFY that Delmar R. Hoepfner personally known to me to be the President of Indiana Realty Management Associates, Inc., an Indiana corporation, and Peggy Morphis personally known to me to be the Assistant Secretary of Indiana Realty Management Associates, Inc., and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary, they signed and delivered the said instrument as President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 3<sup>rd</sup> day of Sept., 1969.

Philipp Brockington  
Notary Public  
PHILIPP BROCKINGTON

My Commission Expires:  
PHILIPP L. BROCKINGTON  
MY COMMISSION EXPIRES AUG. 26, 1970



THIS INSTRUMENT,  
PREPARED BY  
Atty Philipp Brockington