HNUARY 29, 1980

RETURN TO BANK OF INDIANA, N.A.

P.O. BOX 8030

MERRILLVILLE, IND 46410

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DUAT DOWATE MODIFICA OF

THIS INDENTURE WITNESSETH, that Alexander cacque and Borothy Jacque, Husband a 1595 W. 47th Avenue, Gary, Indiana 46408.

Of County State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO Bank of Indiana, N.A. - ILD with an office located at Document 200 Re 20th Place, Merkillville, Ind. hereafter called the Mortgagee, the following described real estate in Lake County, State of Indianal to vite County Recorder!

Lots 25 and 26 in Block 1 in Hyde Park, Gary, as per plat thereoff recorded in Plat Book 31, page 35, in the Office of the Recorder of Lake County, Indiana.

Property known as: 1595 W. 47th Ave., Gary, Ind. 46408

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together with all buildings, improvements, appurtenances, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtenant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, easements and hereditaments thereof.

The Mortgagor for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees with said Mortgagee, its successors and assigns as follows:

- 1. If there is a default in the payment of any indebtedness hereby secured or in the performance of any of the Mortgagor's covenants set forth in this mortgage or other instruments signed in conjunction with the indebtedness this mortgage secures, or if Mortgagor should abandon the aforesaid property, or if said real estate or any part thereof should be attached, levied upon or seized, or if the Mortgagor should become bankrupt or insolvent or make an assignment for the benefit of creditors, or if a receiver should be appointed for the Mortgagor, then the entire indebtedness aforesaid shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and the real estate shall be subject to foreclosure of this mortgage, and the Mortgagee if it elects to foreclose the same shall become entitled to the immediate possession of the aforesaid property together with the rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisement laws and Mortgagor will pay all costs and attorneys' fees incurred by Mortgagee in the enforcement of the terms of the abovementioned mortgage.
- 2. For the duration of any indebtedness hereby secured: (a) the Mortgagor will keep the aforesaid property in its present state of repair, normal wear and tear excepted; (b) Mortgagor will pay all taxes and assessments imposed on the said property and will otherwise take such action and exercise such forbearance as may be necessary in order that the said property shall not hereafter become subject to any lien or encumbrance superior to this Mortgage; (c) Mortgagor will procure and maintain insurance with insurance companies acceptable to Mortgagee. rainst damage to or destruction of the improvements included in said real estate fire or windstorm or by any cause customarily included in the term "extended coverage" such insurance to be in a sum not at any time less than the value of such improvements or the total of the indebtedness then hereby secured plus all taxes, assessments and indebtedness then secured by any liens or encumbrances superior hereto on such real estate. whichever is smaller, and to be payable to the Mortgagee as its interest may appear; (d) Mortgagor will deliver the policy or a certificate evidencing said insurance to the Mortgagee and will allow Mortgagee possession of the same, and a Mortgagee may collect the proceeds of any insurance.

	3.	If the	Morte	gagor i	shall f	ail t	o mak	e any	payme:	nt or t	o obtair	any 1	nsuran	ce,
servi	ice of	mate	rials	necess	sary fo	r the	perf	ormanc	e of	any of	Mortgago	r's co	venant	3
above	e set	forth	, ther	i the l	Mortgag	ee at	its	option	may	do so,	and its	expend	itures	
for a	my s	ich pui	rpose	shall	be add	ed to	and	become	part	of the	indebte	dness	hereby	
secur	red.	Any ar	nount	so add	ded she	ili, f	rom t	he dat	e of	payment	thereof	by th	e Morts	gagee,
bear	inter	rest at	the	rate/	of inte	rest	set f	orth 1	n the	indebt	edness.			

- 4. The Mortgages at its option may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior Plenholder, and without the consent of the Mortgagor. No such extension, reduction, renewal or release shall effect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgager to the Mortgages. No delay by the Mortgages in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the mortgage is in default hereunder and no failure of the Mortgagee to exercise any of his rights because of one default shall preclude the exercise thereof for a subsequent default. The Mortgages may enforce any one or more of its rights or remedies hereunder successively or concurrently.
 - 5. That the Real Estate mortgaged hereby is free, clear, and unencumbered except as to (a) real estate taxes not yet due, (b) usual easements, covenants and restrictions of record, (c) Real Estate Mortgage dated 12/77 from Mortgagor to Security Federal East chicago in the original amount of which mortgage is not in-default and has an unpsid balance of \$32,671.25 (d) Other
 - 6. In the event this mortgage is subject to a mortgage set out in the paragraph above, or any other mortgage or encumbrance and that prior mortgage or encumbrance is in default or is foreclosed upon, or in the event Mortgager without Mortgagees prior written consent sell or transfer any interest in this real estate them at the option of the Mortgagee this Mortgage and the Note or Notes or indebtedness it secures shall become immediately due and payable in full and further that the Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever.

7. The covenants, agreements, and condition Mortgagor and the heirs, personal representatives Mortgagor, and shall inure to the benefit of the assigns. Whenever used, the singular number shall the singular, and the use of any gender shall inc	, successors, and assigns of the Mortgagee and its successors and I include the plural, the plural
IN WITNESS WHEREOF this Mortgage has been execute	d by the Mortgagor on this 18th
day of January, 19 80.	
Alexander garque.	
Alexander Jacque	orathy Jungae
ACKNOWLEDGMENT BY INDIVIDUAL OR PA	
	KINEMIII PURIGAGOR
STATE OF INDIANA	
COUNTY OF Lake) SS:	
Before me, Teresa Jennings , a N	otary Public in and for said County
and State, on this 18thday of January	_, A.D., 19 80, personally appeared
Alexander Jacque and Dorothy Jacque. H	usband & Wife
personally known to me, and known to me to be the	
in and who executed the foregoing mortgage, and a	
(their) voluntary act and deed for the uses and p WITNESS my hand and official seal	urposes therein set forth.
My commission expires: April 6, 1982	Versa La Tonica
	Notary Public Teresa Jenning
L	ke County Resident
This Instrument prepared by: Richard Simaga.	