BANK OF INDIANA, NATIONAL ASSOCIATION 1000 E. 80th Place Twin Towers North Merrillville, Indiana 46410 Commercial Loan Department

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577745

REAL ESTATE MORTGAGE

Husband and Wife as tenants by intireties

of _______ County, State of Indiana, whether one or more herein called

Mortgagor, MORTGAGES AND WARRANTS TO Thank of Indiana, National Association

with an office located at 1000 E. 80th Place, Merrillville, Indiana 46410

hereafter called the fortgages, the following described real estate in Lake

County, State of Indiana, to wit:

This Document is the property of

Lot 1498, (except the South 5 feet thereof), Turkey Creek

Meadows Subdiviskon, Cinitritov R. east shoer in Plat Book 35, page 108, in Lake County, Indiana.

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.

Promissory Note of Lincoln Carry-Out Foods, Inc.

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 motice 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 Mortgages 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 bereafter become subject to any lien or encumbrance superior to this Mortgage; (c) Mortgagor will procure and maintain insurance with insurance companies acceptable to Mortgagee, against damage to or destruction of the improvements included in said real astate by 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 them 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 Mortgagor shall fail to make any payment or to obtain any insurance, service or materials necessary for the performance of any of Mortgagor's covenants above set forth, then the Mortgagee at its option may do so, and its expenditures for any such purpose shall be added to and become part of the indebtedness hereby secured. Any amount so added shall, from the date of payment thereof by the Mortgagee, bear interest at the rate of interest set forth in the indebtedness.
- 4. The Mortgages at its option bay 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 telease any part of the Accurity, or any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of the Mortgage. Discussion preductions renewal or release shall effect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or differ in Continuous the personal liability of the Mortgager to the Mortgagee. No delay by the Mortgagee 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 Mortgagee 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 March 21, 1978 from Mortgager to Gary National Bank in the original amount of \$33,000.90 which mortgage is not in default and has an unpaid balance of \$ 32,000.00 (d) Other
- 6. In the event this mortgage is subject to a nortgage 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 Mortgages 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 conditions hereof shall be binding upon the Mortgagor and the heirs, personal representatives, successors, and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee and its successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

day of March 19 80 . Refall A March 19 80.	executed by the Mortgagor on this 10th
Robert L. Underwood	Carolyn E. Underwood
ACCOMPLEDIMENT BY INDIVIDUAL	CAL OR PARTNERSHIP MORTGAGOR
STATE OF INDIANA	
COCETY OF LAKE	
Before me. Acoin it Schmier	a Motary Public in and for said County Cod A.D., 19 Fo, personally appeared 4 Fa-3/20 E Linder-
im and who executed the foregoing mortgag (their) woluntary act and deed for the us WITYESS my hand and official seal	
My commission expires:	al a Silviet
	Motary Public Alvin W. Schmidt

This Instrument prepared by: Harry C. Batagianis, Assistant Vice President