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Form No. 15

581958

REAL ESTATE MORTGAGE

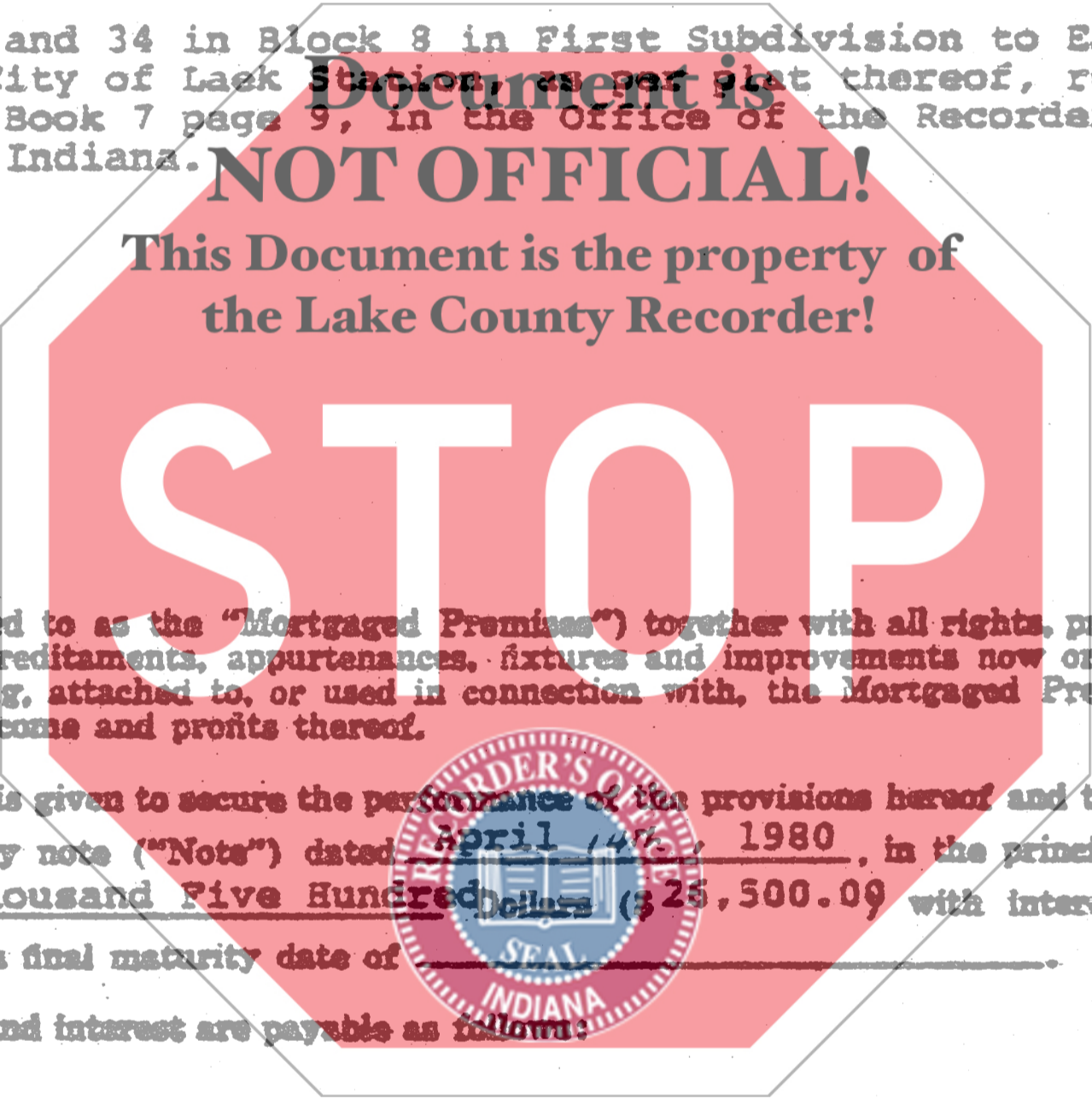
THIS INDENTURE WITNESSETH. That UNITY MISSIONARY BAPTIST CHURCH, INC.

PIONEER NAT'L. TITLE INS. CO.

(the "Mortgagor") of LAKE County, State of INDIANA. MORTGAGE AND WARRANT to GREAT LAKES BAPTIST MISSIONARY ASSOCIATION OF MICHIGAN AND INDIANA.

(the "Mortgagee") of \_\_\_\_\_ County, State of MICHIGAN, the following described real estate in LAKE County, Indiana:

Lots 33 and 34 in Block 8 in First Subdivision to East Gary, In the City of Laek Station, as per plat thereof, recorded in Plat Book 7 page 9, in the Office of the Recorder of Lake County, Indiana.



(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated April 14, 1980, in the principal amount of Twenty Six Thousand Five Hundred Dollars (\$25,500.00) with interest as therein provided and with a final maturity date of \_\_\_\_\_

Said principal and interest are payable as follows:

SEE ATTACHED PROMISSORY NOTE

STATE OF INDIANA  
LAW OFFICES  
PATTI HORN  
APR 23 8 41 AM '80  
WILLIAM BIELSKI JR  
RECORDER

- The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:
1. **Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
  2. **No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
  3. **Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
  4. **Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
  5. **Advancements to Protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of eight per centum (8%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

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- 6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
- 7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
- 8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee, at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect 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 Mortgagor to the Mortgagee.
- 9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.
- 10. The undersigned persons executing this mortgage on behalf of the mortgagors represent and certify that they are the duly elected officers of the mortgagor and have been fully empowered by proper resolution of the Board of Directors of the Mortgagor to execute and deliver this mortgage and that all necessary corporate action for the making of such mortgage has been taken and done.



IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this \_\_\_\_\_ day of \_\_\_\_\_

19\_\_

Signature Waymond B. Brown  
Printed WAYMOND BROWN, Trustee

Signature Vernon Anderson  
Printed VERNON ANDERSON, Trustee

Signature Isaac B. Cooper  
Printed ISAAC B. COOPER, Trustee

Signature \_\_\_\_\_  
Printed \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF PORTER } ss:

Before me, a Notary Public in and for said County and State, personally appeared WAYMOND BROWN, VERNON ANDERSON & ISAAC B. COOPER

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 14th day of April, 19 80

Signature Linda Sue Webber  
Signature Linda Sue Webber  
NOTARY PUBLIC

My commission expires 9/8/83

This instrument was prepared by THOMAS W. WEBBER, SR., attorney at law.

Return to \_\_\_\_\_  
6225 Central Avenue  
Portage, Indiana, 46368  
CF(259) 762-0402

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\$26,500.00

Due Date: May 1, 1985

*Handwritten notes:*  
The above  
is a correct copy  
of the original

PROMISSORY NOTE

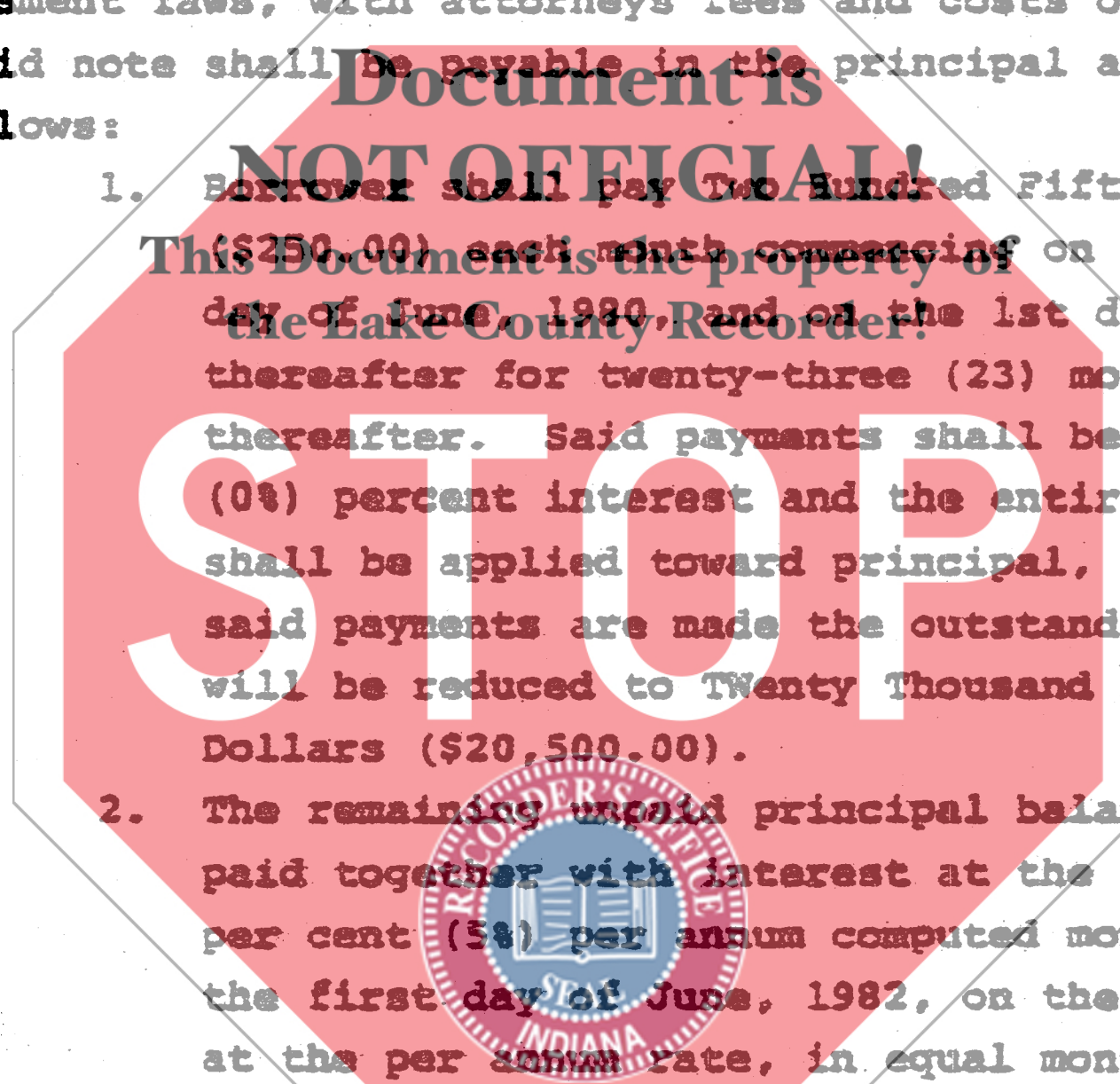
For value received, the undersigned, UNITY MISSIONARY BAPTIST CHURCH, INC., by its officers, promise to pay to the order of GREAT LAKES BAPTIST MISSIONARY ASSOCIATION OF MICHIGAN AND INDIANA the sum of Twenty Six Thousand Five Hundred Dollars (\$26,500.00), at c/o CHARLES TERRY, 2022 Pound Drive, Flint, Michigan, 48504, or at such other place as the holder hereof may direct in writing, and without relief from valuation and appraisal laws, with attorneys fees and costs of collection, and said note shall be payable in the principal and interest as follows:

1. Borrower shall pay Two Hundred Fifty Dollars (\$250.00) each month commencing on the 1st day of June, 1980, and on the 1st day of each thereafter for twenty-three (23) months thereafter. Said payments shall be with zero (0%) percent interest and the entire payment shall be applied toward principal, and after said payments are made the outstanding balance will be reduced to Twenty Thousand Five Hundred Dollars (\$20,500.00).
2. The remaining unpaid principal balance shall be paid together with interest at the rate of five per cent (5%) per annum computed monthly from the first day of June, 1982, on the unpaid balance at the per annum rate, in equal monthly installments of Two Hundred Fifty Dollars (\$250.00) per month for thirty-six (36) consecutive months when the entire indebtedness evidenced by this note shall be fully paid, if not sooner paid. Said final installment shall be due and payable on the 1st day of May, 1985.

This note may be pre-paid in full or in part on any regular payment date.

In the event of default and payment of any said installment when due, the entire unpaid balance of principal and interest, if any, shall become due and payable immediately, without notice, at the election of the holder hereof.

The makers and endorsers jointly and severally waive demand presentment, protest, notice of protest, and notice of non payment or dishonor of this note, and each of them consents to extensions of the time of payment of this note.



PIONEER NAT'L. TITLE INS. CO.

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This note and all extensions or renewals hereof are secured by a mortgage on real estate in Lake County, Indiana, dated the 15TH day of APRIL, 1980, and executed in favor of the payee hereof by the officers of the UNITY MISSIONARY BAPTIST CHURCH, INC., to which reference is hereby made.

Signed and delivered at Portage, Indiana, this 15TH day of April, 1980.

For: UNITY MISSIONARY BAPTIST CHURCH



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

Waymond B. Brown  
WAYMOND BROWN, Trustee  
Verney Anderson  
VERNEY ANDERSON, Trustee  
Isaac B. Cooper  
ISAAC B. COOPER, Trustee