

APRIL 22, 1980

RETURN TO:

BANK OF INDIANA N.A.

P.O. BOX 8027 -

MERRILLVILLE, IND 46410

582020

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that John E. Hall & Marilyn J. Hall (husb & wife) Gary Indiana 46404 County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO Bank of Indiana N.A with an office located at sos Br described real estate in LAXI hereafter called the Mortgages, Utha Light Ving County. State of Indi

Subdivision, in the City Book 15 page 3 1/2, is the Office of this recomments the transpropulate. Of

the Lake County Recorder!

AKA: 407 Taft St. Gary, Indiana 46404

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

This mortgage is given to secure the payment of Mortgagors Promissory Note payable to the Mortgagee dated April 14 , 1980 in the amount of seven thousand three hundred forty one dollars and oldhey four cents (\$ 7341.84 rogether with with a final payment due and payable on May 18, 1983 interest and any extensions or renewals thereof and likewise to secure the performance by the Mortgagor of all of Mortgagors covenants, agreements, promises, payments, and conditions contained in this mortgage, or the Note it secures, or any other instruments signed by the Mortgagor in conjunction with the indebtedness secured by this mortgage, and likewise to secure any and all future indebtedness of the Mortgagor to the Mortgagee, which indebtedness refers to this Real Estate Mostgage:

The Mortgagor for himself, his heirs, executors, administrators, successors, end assigns covenants and agrees with said Mortgagee, its successors and asserbs asfollows:

- 1. If there is a default in the payment of any indebtedness hereby Garage 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 estage 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 Mortgages'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 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 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. against damage to or destruction of the improvements included in said real estate by fire or windstorm or by any cause customerily 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.



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								s covenants	
above se	e forth.	, then t	ne Mortge	iges at it	a obsion	may do so	, and its ex	menditures	
for any	such pu	rpose sh	all be ad	ded to ar	id become	part of the	ne indebtedn	less hereby	
secured.	Any at	sount so	added sh	all, from	the dat	e of paymen	it thereof b	y the Mortgag	86,
bear into	erest al	the ra	te of int	eress set	forth i	n the -indeb	tadness.		

- 4. The Mortgagee 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 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 has discharged to 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 remadies 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 essements, covenants and restrictions of record, (c) Real Estate Mortgage dated July 9, 1976 from Mortgager to National Homes Acceptance Corporation in the original amount of \$18450.00 which mortgage is not in default and Nation wopeid balance of \$17500.00 (d) Other NONE
- 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 Mortgages prior written consent sell or transfer any interest in this real estate them at the option of the Mortgages this Mortgage and the Note or Notes or indebtedness it secures shall become immediately due and payable in full and further that the Mortgages 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.

IN WITNESS WHEREOF this Mortgage has been executed by the Mortgagor on this 14

day of April , 19 80 .	Marilen E. Hall				
John E. Hall	MARTINE J. HALL				
ACKNOWLEDGMENT BY INDIVIDUA	AL OR PARTNERSHIP MORTGAGOR				
STATE OF INDIANA)) SS:					
COUNTY OF LAKE					
Before me, Patria Linnell Clark and State, on this 14th day of April John E. Hall and Marilyn J. Hall, husb	, a Notary Public in and for said County A.D., 19 80, personally appeared and and wife				
personally known to me, and known to me to in and who executed the foregoing mortgage (their) voluntary act and deed for the use WITNESS my hand and official seal My commission expires:	be the person(s) who (is) (are) described a, and acknowledged the same to be (his) as and purposes therein sec forth.				

This Instrument prepared by: LARRY D. HENRY LOAN OFFICER

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July 22, 1980

Resident of Lake County, IN