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FOR ASMT. SEE DOC #

589186

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LAWYERS TITLE INS. CORP.
838 BROADWAY
MERRILLVILLE, IND. 46410

589186 REAL ESTATE MORTGAGE

This indenture witnesseth that **WALTER POWER and WILLIE B. POWER**
 of **LAKE COUNTY, INDIANA** as **MORTGAGOR S.**
 Mortgage and warrant to **RICKY A. HAYES AND PAULA HAYES,**
 of **LAKE COUNTY, INDIANA** **Indiana, as MORTGAGEE S.**
 the following real estate in **LAKE** County
 State of Indiana, to wit:

LOT 22, AND THE EAST 1/2 OF LOT 23, IN BLOCK 3,
 IN HIGHLAND PARK ADDITION TO GARY, PLAT BOOK 8,
 PAGE 13, LAKE COUNTY, INDIANA.

JUN 30 8 43 AM '80
 WILLIAM BIELSKI JR
 RECORDER
 LAKE COUNTY, INDIANA

and the mortgagor expressly agrees to pay the sum of money above secured, without relief from valuation or appraisement laws, and upon failure to pay said note or any installment thereon as it becomes due, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, then said note shall be due and collectible, and this mortgage may be foreclosed accordingly. And it is further expressly agreed, that until said note is paid, said mortgagor will keep all legal taxes and charges against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the mortgagee. If interest may appear and the policy duty assigned to the mortgagee in the amount of **THIRTY THOUSAND AND NINE HUNDRED (30,900.00)** Dollars, and failing to do so, said mortgagee, may pay said taxes or insurance, and the amount so paid, with per cent interest thereon, shall be a part of the debt secured by this mortgage.

Additional Covenants:

THIS MORTGAGE IS A WRAP AROUND MORTGAGE AND THE TERMS, COVENANTS, AND AGREEMENTS SHOWN ON "EXHIBIT A" ATTACHED HERETO ARE INCORPORATED BY REFERENCE AND MADE A PART HEREOF.

State of Indiana, LAKE County, ss: Dated this 29 Day of JUNE 1980
 I, Walter Power, a Notary Public in and for said County
 do hereby certify that the foregoing is a true and correct copy of the original as the same appears to me.
 Witness my hand and seal of office this 20 day of June 1980
WALTER POWER and WILLIE B. POWER
 and I have hereunto subscribed my name and affixed my official seal. My commission expires July 19 1983
Doris Pobst
 Doris Pobst Lake County Notary Public
 This instrument prepared by FRANK A. ANTONOVITZ Attorney at Law

573983

"EXHIBIT A"

L. The mortgaged premises are subject to the lien of the following described mortgage (hereinafter for convenience referred to as "Senior Mortgage"):

MORTGAGE FROM RICKY A. HAYES AND PAULA HAYES, HUSBAND AND WIFE,
TO WHITCOMB AND KELLER MORTGAGE COMPANY, INC. DATED FEBRUARY 15, 1980
AND RECORDED FEBRUARY 20, 1980 AS DOCUMENT NO. 573983 FOR THE PRINCIPAL
SUM OF \$29,000.00.

Mortgagor covenants and agrees to comply with all of the terms and provisions of said Senior Mortgage (except the requirement to make the payments of principal and interest thereon) and, upon compliance by Mortgagor with the terms and provisions contained in said Senior Mortgage and contained herein, Mortgagee will pay the installments of principal and interest, from time to time due under said Senior Mortgage, in accordance with its terms. Nothing contained herein shall require the holder of the note secured hereby to perform the terms or provisions contained in said Senior Mortgage required to be performed by Mortgagor, his heirs, legatees, personal representatives and assigns, except the payment of installments of principal and interest, but only in accordance with the terms and provisions hereof. If Mortgagor shall default in the performance of any term or provision contained in this mortgage, Mortgagee shall not be obligated to pay any principal or interest under the Senior Mortgage.

2. In case of default hereunder, in addition to any other rights and remedies available to Mortgagee, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient and may, but need not, make full or partial payments of principal and interest on the Senior Mortgage, other prior encumbrances, if any, and purchase, discharge, compromise or settle the Senior Mortgage, any tax lien or other lien or title or claim thereof or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees and any other money advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of Fourteen (14%) per cent per annum. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

3. Mortgagor covenants and agrees that, to the extent Mortgagee pays any installment of principal or interest or any other sums due under the Senior Mortgage, Mortgagee shall become entitled to a lien on the mortgaged premises hereunder but equal in rank and priority to the Senior Mortgage and, in addition to the extent necessary to make effective such rank and priority:

(a) Mortgagee shall become subrogated to receive and enjoy all of the rights, liens, powers and privileges granted to the Senior Mortgagee under the Senior Mortgage, and

(b) The Senior Mortgage shall remain in existence for the benefit of and to further secure the debt and other sums secured, or that hereafter become secured hereunder.

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4. Mortgagee, by the acceptance of this mortgage, agrees to make the payment of installments of principal and interest due under the terms of the Senior Mortgage in accordance with the terms and provisions hereof and further covenants and agrees that, upon payment in full of the obligations secured hereby, that the Senior Mortgage will be fully paid and satisfied. If, at any time during the term of this mortgage, the Mortgagee fails to make any payment when due under the Senior Mortgage, Mortgagor may make the payments due under the Senior Mortgage directly to the holder of said Senior Mortgage and shall have a full credit for all moneys so paid against the payments next falling due under this mortgage.

5. A default or breach of any covenant or condition of the Senior Mortgage shall be deemed a breach or default of this mortgage also.

6. The sale or transfer of the property encumbered by this mortgage or any portion of it without the prior written consent of the Mortgagee shall make the indebtedness that this mortgage secures immediately due and payable the same as if the total principal sum due hereunder were due and payable on the date of any such prohibited sale or transfer.

7. The Mortgagor shall have the right to prepay the whole or any part of the unpaid balance of the indebtedness under this mortgage at any time on fifteen (15) days' notice without penalty under this mortgage. If the Mortgagor prepays the whole of the unpaid balance, the Mortgagee shall remit to the first Mortgagee out of the prepayment funds the unamortized principal balance of the first mortgage, together with accrued interest, provided that the Mortgagor shall pay any and all prepayment penalties or charges required by the first Mortgagee for prepayment of the first mortgage. Any partial prepayment shall be applied against the sums last payable under this mortgage, and if the amount prepaid exceeds the amount determined by subtracting the then unpaid principal balance of the first mortgage from the then unpaid principal under this mortgage, then that excess amount shall be remitted to the first Mortgagee by the Mortgagee, provided that the Mortgagor shall pay any and all prepayment penalties or charges required by the first Mortgagee for prepayment of the first mortgage.

8. The monthly escrow account charges for taxes and insurance charged by the first Mortgagee shall be paid each month to the Mortgagee by the Mortgagor with and in addition to the regular monthly payment of principal and interest made under this mortgage, and the Mortgagee shall remit those escrow payments to the first Mortgagee with its monthly payment of principal and interest under the first mortgage.

9. The Mortgagor and the Mortgagee covenant and agree not to enter into any agreement with the holder of the first mortgage modifying or amending any of the provisions dealing with payment of principal or interest under that first mortgage without the prior written consent of the other.