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## 3589186 REAL ESTATE MORFERILL LAWYERS TITLE INS. CORP.

This indenture witnessth the

WALTER POWER and WILLIE B. POWER

of LAKE COUNTY, INDIANA

, & MORTGAGOR S.

Morrgage and warrent to

RICKY A. HAYES AND PAULA HAYES, HUSBAND AND WIFE

of LAKE COUNTY, INDIAMA

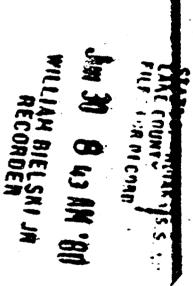
Indiana, as MORTGAGEES,

the following real estate in State of Indiana, to wat

LAKE

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



## 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.

States of Indiana, LAKE County, sax	Dated this 20 Day of JUNE 1980
Autoritines constitution and a Notary Pablic in and for said Country  and State, which 20: May of June 19 80  posturately appeared.  WALTER POWER and WILLIE B. POW	WALTER POWER
and published for the execution of the foregoing moregage. In witness inflated blue bereunts subscribed my name and affixed my official stall My commission exercises. July 19 19 83	Wille B. POWER
Doris Pobst Lake County FRANK A. ANTONOVITZ MAR TO:	Seed



## "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.

Mortgager 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 Mortgager with the terms and provisions contained in said Senior Mortgage and contained herein, Mortgages 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, Mortgages 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 pertial 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 defauit 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. Mortgages, 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 noider 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 lifteen (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 Mortgages 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.