

JUNE 27, 1980

RETURN TO: BANK OF INDIANA, N.A.
P.O. BOX 8030
MERRILLVILLE, IND 46410

₹ 589393

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that Ronald D. Cohen

1136 North Warren St. Gary. Indiana 46403

of Lake 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 650 South Lake St. Gary, Indiana 46403 hereafter called the Mortgagee, the following described real estate in Lake County, State of Indiana, to-wit:

Lakeshore Addtion to East Chicago, all Lots 41, 42, 43, and 44, in Block 4, in the Office of the Recorder of Lake County, Indiana

cogether with all buildings, improvements, appurtenences, and fixtures assembled, arected 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 bereditaments thereof.

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 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 rants, 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 Mortgagee 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 shail 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 customarily included in the term "extended coverage". such insurance to be in a sum not at any time 'ess then the value of such improvements or the total of the indebtedness then hereby cured 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 Mortgages as its interest may appear; (d) Mortgagor will deliver the policy or a certificate evidencing said insurance to the Mortgages and will allow Mortgages possession of the same, and a Mortgages may collect the proceeds of any insurance.

- J. If the Mortgagor shall fail to make any payment or to obtain any insurance, service or materials necessary for the performance of any of Mortgagoz'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 may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or remewal note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of the Mortgages. No such extension, reduction, remewal or release shall effect the priority of this Mortgages or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgages to the Mortgages. No delay by the Mortgages 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 Mortgages to exercise any of his rights because of one default shall preclude the exercise thereof for a subsequent default. The Mortgages may enforce any one or more of its rights or remedies hereunder successively or concurrently.
- 6. In the event this mortgage is subject to a mortgage set out in the peragraph 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 Mote 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 covenents, 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.

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	Ronald D. Cohen
ACKNOWLEDGM	ent by individual or partnership mortgagor
STATE OF INDIANA	
COUNTY OF Lake) 38:
Before me, Audrey J.	Beard , a Motary Fulic in and for said County
and State, on this 19th de	sy of <u>June</u> , A.D., 19 <u>80</u> , personally appears
	ty of, A.D., 19_80 , personally appear
Personally known to me, and	d known to me to be the person(s) who (is) (are) described
personally known to me, and in and who executed the for (their) voluntary act and d	i known to me to be the person(s) who (is) (are) described regoing mortgage, and acknowledged the same to be (his) deed for the uses and purposes therein set forth.
personally known to me, and in and who executed the for (their) voluntary act and difficis	known to me to be the person(s) who (is) (are) described regoing mortgage, and acknowledged the same to be (his) deed for the uses and purposes therein set forth.
personally known to me, and in and who executed the for (their) voluntary act and distributed by hand and official	known to me to be the person(s) who (is) (are) described regoing mortgage, and acknowledged the same to be (his) deed for the uses and purposes therein set forth.
personally known to me, and in and who executed the for	i known to me to be the person(s) who (is) (are) described regoing mortgage, and acknowledged the same to be (his) deed for the uses and purposes therein set forth.