

104477-80-52

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The First National Bank
Crown Point

REAL ESTATE MORTGAGE

590112

THIS INDENTURE WITNESSETH, That JOSEPH P. MC NEICE and SUSAN E. MC NEICE, Husband and Wife

of Lake County, in the state of Indiana hereinafter called

the mortgagors, MORTGAGE AND WARRANT TO: THE FIRST NATIONAL BANK OF CROWN POINT, A UNITED STATES CORPORATION

of Lake County, Indiana, hereinafter called the mortgagor, the following described real estate in Lake County, Indiana, to-wit:

Lot No. Five (5), as marked and laid down on the recorded plat of Liberty Park Highlands, an Addition to the City of Crown Point, Lake County, Indiana, as the same appears of record in Plat Book 25, page 8 in the Recorder's Office of Lake County, Indiana.

STATE OF INDIANA
LANK COUNTY
JUN 9 9 22 AM '00
WILLIAM BIELSKI JR
RECORDER

together with all of the rights, privileges, appurtenances and improvements thereto appertaining and belonging and together with the rents, issues and profits thereof.

TO SECURE THE PAYMENT when the same shall become due of any and all existing notes of the mortgagors, or either of them, and all existing indebtedness and liabilities of the mortgagors, or either of them, in favor of the mortgagor and of any and all preliminary notes which are contemporaneously herewith or may be hereafter during a period of Five years from this date executed by the mortgagors, or either of them, in favor of the mortgagor and to secure any and all other indebtedness and direct or contingent liabilities of the mortgagors, or either of them, contemporaneously or hereafter incurred by the mortgagors, or either of them, in favor of the mortgagor, or acquired by the mortgagor against either or both of the mortgagors.

The mortgagors agree to advance by way of a loan, or loans, to the mortgagor, or either of them, during such Five year period such sum, or sums, of money as the mortgagors, or either of them, may request, upon such terms as to maturity and interest rate as the mortgagor shall fix and approve, provided such loans are in accordance with sound banking practices and existing laws and regulations of the United States of America pertaining thereto and qualify as second mortgages for the mortgagor when requested and provided further that the total principal debt outstanding hereunder shall not exceed

\$ 9,459.64 or any less than.

Whenever requested, mortgagors agree to furnish mortgagor with a current, certified, accurate and complete financial statement.

It is covenanted and agreed that this mortgage shall be a continuing security for all such indebtedness and liabilities and for any sum, or sums, advanced by the mortgagor as aforesaid, and it is expressly agreed that any note, or notes, and further advances may be made and new notes executed and this mortgage shall at all times secure the payment of any and all of such advances and notes and any and all renewals and extensions thereof, and any and all additional notes and/or liability of the mortgagors, or either of them, to the mortgagor or any interest thereon is not paid at maturity or any indebtedness or liability secured hereby is not paid or discharged when due, or in the event the mortgagors breach or fail to promptly or faithfully perform any one of their duties hereunder, then all notes and debts and liabilities hereby secured shall, at the option of the mortgagor, and without notice, become immediately due and payable and, thereupon, this mortgage may be immediately foreclosed for the collection of all notes, indebtedness and liabilities hereby secured.

The mortgagors agree to pay all reasonable attorney's fees and other expenses of the mortgagor for the collection of any indebtedness, liabilities or notes hereby secured or incurred by the mortgagor in protecting or enforcing the security of this mortgage, either with or without suit.

THE MORTGAGORS FURTHER EXPRESSLY AGREE AND CONVEY AS FOLLOWS:

- (1) To pay the notes, or notes, and the debts and liabilities secured hereby promptly as it or they become due, and to pay all interest and attorney's fees according to the terms of said notes, or notes;
- (2) To pay all taxes, assessments, and impositions levied and imposed upon the real estate above described and the improvements thereon as the same become due and payable and within ten (10) days after any of such taxes, assessments or impositions, or any installments thereof, shall be due and payable, to furnish and exhibit to the Cashier of the mortgagor valid receipts evidencing such payments and, failing so to do, the mortgagor may pay the same and the money so paid by the mortgagor shall become a part of the debt secured by and collectible under this mortgage;
- (3) To take all buildings and improvements now on or hereafter erected upon said real estate and all equipment attached thereto insured against loss or damage by fire, lightning, windstorm, tornado, cyclone and hail and war damage in some responsible insurance company satisfactory to the mortgagor and in no event less than the full debt from time to time secured by this mortgage, with proper and sufficient mortgage or loss payable clause upon each of the policies of such insurance in form satisfactory to the mortgagor, payable to the mortgagor as its interests may appear under this mortgage and the note, or notes, secured hereby, and to deliver to and leave in the possession of the mortgagor any and all such policies of insurance as issued, with receipts showing the payment of the full premium, or premiums, on such policies, and, failing so to do, the mortgagor may procure and pay for such insurance and the amounts so paid shall become a part of the debt secured by and collectible under this mortgage;
- (4) That the abstract of title, or title policy, covering the real estate herein mortgaged shall be the absolute property of the mortgagor until the debt secured by this mortgage is paid in full and that at any time it sees fit, the mortgagor may procure and pay for a continuation, or continuations, of such abstract, or a later date title policy, or policies, and any amount, or amounts, so expended by the mortgagor for such purpose shall become a part of the debt secured by and collectible under this mortgage;

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