590174

national bank of South Bend

PO Box 5
New Carlisle In.
New Carlisle In.

Mail Recorded Copy of Mortgage:
National Bank & Trust
127 W. Wayne
South Bend, IN 46601

Mail Tax Bills To:

MORTGAGE

WORDS USED IN THIS DOCUMENT

MORTGAGE: This document which is dated July 1, 19 80, will be called the "**MORTGAGE**".
BORROWER: Ruth Ann MacDonald, single of adult age (Full Name of Each), residing at 642 County Line Road, Hobart, Indian will be called the "**BORROWER**" or "**I**".
LENDER: National Bank and Trust Company of South Bend, a national banking association with its principal office at 127 West Wayne Street, South Bend, St. Joseph County, Indiana, will be called the "**LENDER**".
NOTE: The note signed by the **BORROWER** and dated July 1, 19 80 will be called the "**NOTE**". The **NOTE** shows that I owe the **LENDER** Six Thousand Dollars and no cents---------- Dollars ($ 6,000.00) plus interest, which I have promised to pay in monthly installments of principal and interest and to pay in full by June 1990.

BORROWER'S TRANSFER TO LENDER OR RIGHTS IN THE PROPERTY

I mortgage, grant and convey to **LENDER** the property which is described in this **MORTGAGE**, subject to the terms of this **MORTGAGE**. This means that I am giving **LENDER** those rights that are stated in this **MORTGAGE** and also those rights that the law gives to **LENDERS** who hold **MORTGAGES** on real property. These rights are given by me to protect **LENDER** from possible losses that might result if I fail to:

A. Pay all the amounts that I owe **LENDER** as stated in the **NOTE**;
B. Pay, with interest, any amounts that **LENDER** spends under this **MORTGAGE**, to protect the value of the property and **LENDER'S** rights in the property; and
C. Keep all my other promises and agreements under this **MORTGAGE**.

DESCRIPTION OF THE PROPERTY

I give **LENDER** rights in the property which is located at 642 County Line Road, Hobart, Indiana.

This property is in _____ Township, Lake County, in the State of Indiana. It has a legal description as follows:

The North 150 feet of that part of the Northeast ¼ of the Southeast ¼ of Section 33, Township 36 North, Range 7 West of the 2nd Principal Meridian, in the City of Hobart, Lake County, Indiana, described as follows: Beginning at the intersection of the East line of said Section 33 with the Northerly line of the right of way of the Penn Central Railroad; thence North 1°28'30" West on said East line 870.5 feet, more or less, to a point 3012.65 feet South of the Northeast corner of said Section 33; thence South 89°56'30" West, parallel with the North line of said section 642.83 feet; thence South 1 49'00" East 579.9 feet, more or less, to the Northerly line of said Railroad; thence Southeasterly, along said Northerly line, 708.3 feet, more or less, to the point of beginning.

I understand that this property includes:

A. All buildings and improvements located on the real estate;
B. All rights in other property I may have as owner of the property described, which are known as "easements";
C. Rents and royalties from the property;
D. All mineral, oil, gas and water rights that are part of the property;
E. All fixtures that are now on the property or in the buildings and improvements. Fixtures are usually items that are physically attached to buildings such as hot water heaters or furnaces; and
F. All fixtures, improvements, buildings or replacements of them.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JUL 9 11 20 AM '80
WILLIAM M. SCHERER
RECORDER

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY

I promise that I lawfully own the property which has been described and that I have a right to convey it to the **LENDER**. There are no claims or charges against the property other than those which I have told **LENDER** about or which are a matter of public record.

BORROWER'S PROMISES

I promise and I agree with **LENDER** as follows:

A. I will pay to **LENDER** when due the principal and interest under the **NOTE**;
B. I will keep all taxes and charges against the property paid as they come due, and I will keep the buildings and improvements on the property insured against loss under an insurance policy which lists the **LENDER** as a beneficiary for an amount at least equal to the amount due under the **NOTE** and this **MORTGAGE**; and
C. If I do not pay the taxes or carry insurance as I promised to do, the **LENDER** may pay the taxes or obtain and pay for insurance and I will repay the **LENDER** for the amount of the taxes and insurance premiums, and I will also pay to the **LENDER** interest at the same rate I agree to pay in the **NOTE** until I have repaid these amounts to **LENDER** in full.

ORIGINAL

national bank
of South Bend

LENDER'S APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, LENDER will apply each of my payments under the NOTE in the following order:

A. First, to repay amounts paid by LENDER for taxes and insurance, together with the interest which may have accrued on these amounts;
B. Next, to pay the cost of credit life insurance or credit disability insurance, if any, due under the NOTE;
C. Next, to pay interest then due under the NOTE;
D. Next, to pay principal then due under the NOTE.

LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS

A. IF I FAIL TO KEEP ANY PROMISE MADE IN THIS MORTGAGE, INCLUDING THE PROMISES TO PAY WHEN DUE THE AMOUNTS I OWE TO THE LENDER, THE LENDER MAY REQUIRE THAT I PAY IMMEDIATELY THE ENTIRE AMOUNT THEN REMAINING UNPAID UNDER THIS MORTGAGE. LENDER MAY DO THIS WITHOUT MAKING ANY FURTHER DEMAND FOR PAYMENT. THIS REQUIREMENT WILL BE CALLED "IMMEDIATE PAYMENT IN FULL";

B. IF LENDER REQUIRES IMMEDIATE PAYMENT IN FULL, LENDER MAY BRING A LAWSUIT TO TAKE AWAY ALL OF MY REMAINING RIGHTS IN THE PROPERTY AND TO HAVE THE PROPERTY SOLD. IF THIS PROPERTY IS LOCATED IN MICHIGAN, THEN, LENDER ALSO HAS A POWER OF SALE, WHICH MEANS THAT WITHOUT FILLING A LAWSUIT, THE LENDER MAY SELL THE PROPERTY AFTER GIVING ME NOTICE AND PUBLISHING NOTICE OF THE SALE OF THE PROPERTY AND POSTING THIS NOTICE ALL AS IS REQUIRED BY LAW;

C. IF THE PROPERTY IS SOLD, EITHER BECAUSE OF A LAWSUIT OR BECAUSE OF THE NOTICE OF SALE, THE LENDER MAY PURCHASE THE PROPERTY AT THE SALE. ANY AMOUNTS RECEIVED FROM THE SALE SHALL BE APPLIED FIRST TO PAY ALL REASONABLE COSTS AND EXPENSES OF THE SALE WHICH MAY INCLUDE ALL REASONABLE ATTORNEY'S FEES INCURRED BY THE LENDER. NEXT TO ALL SUMS WHICH REMAIN UNPAID UNDER THE NOTE OR MORTGAGE AND FINALLY, ANY AMOUNTS REMAINING SHALL BE PAID TO ME UNLESS THERE IS A PERSON WHO IS OTHERWISE LEGALLY ENTITLED TO THE MONEY;

D. IF LENDER HAS DEMANDED IMMEDIATE PAYMENT IN FULL, THE SALE CAN BE PREVENTED ONLY IF THE BORROWER PAYS TO THE LENDER ALL SUMS WHICH WOULD HAVE BEEN DUE IF ALL THE PROMISES TO PAY HAD BEEN KEPT AND, ADDITIONALLY, THE BORROWER CORRECTS ANY OTHER SITUATION WHICH AMOUNTED TO A BREACH OF A PROMISE OR AGREEMENT, AND IN ADDITION PAYS ALL OF THE EXPENSES WHICH THE LENDER HAD INCURRED IN DEMANDING IMMEDIATE PAYMENTS IN FULL AND IN TAKING NECESSARY STEPS TO HAVE THE PROPERTY SOLD, WHICH INCLUDE THOSE REASONABLE ATTORNEY'S FEES WHICH THE LENDER INCURRED.

AGREEMENT ABOUT GIVING NOTICES REQUIRED UNDER THIS MORTGAGE

Unless the law requires otherwise, any notice that must be given to me under this MORTGAGE will be given by delivering it or by mailing it addressed to me at the address listed in the "DESCRIPTION OF THE PROPERTY". A notice will be delivered or mailed to me at a different address only if I give LENDER a notice in writing of my different address.

By signing this MORTGAGE, I agree to all of the above.

WITNESSES:

Ruth Ann MacDonald — Borrower

Borrower

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

Before me, the undersigned, a resident of and a Notary Public in and for LaPorte County, Indiana, personally appeared Ruth Ann MacDonald known to me personally, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 1 day of July, 19 90

My Commission Expires:
10-10-82

Douglas A. Adams

NB 265 This instrument prepared by Betty Freestone NB 265 REV. 12/79

*All notes should be executed in Indiana.