AUG. 11, 1980 acct \$117233-0

594081

County, State of Indiana, to-wit:

Recurs To: Jank of Indiana N.A.

Instalment Loan Dept
REAL ESTATE MORTGAGE 1000 East 80th Place
Marrillville, Indiana 46410

THIS INDENTURE WITNESSETH, that Tirk I Kusmiz of 14212 Elkhart Street

Larov, Indiana 46307

of Lake County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO Bank of Indiana
with an office located at 5304 Banadway, Merrillville, Indiana 46409
hereafter called the Mortgages, the following described real astate in Lake

Low 14 and the South 51 Feet of Low 13 in Town of Larry, as per \$\frac{5}{5}\$

Plac thereof, recorded in Plac Book 1 page 5, in the Office of the \$\frac{5}{5}\$

Recorder of Lake County, INdiana

together with all buildings, improvements, appurtunances, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtunant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, easements and hereditaments 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 Mortgages'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 Mortgages if it elects to foreclose the same shall become entitled to the immediate possession of the aforesaid property together with the tents, 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 accorneys' fees incurred by Mortgages 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 decessary in order that the said property shall not bereafter 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 windscorm or by any cause customerily included in the term "extended coverage", such insurance to be in a sum not at any time less than the value of such improve or the total of the indebtedness then hereby secured 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 Mortgagee as its incerest 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.



3. If the Mortgagor shall fail to make any payment or to obtain any insurance,	
service or materials necessary for the performance of any of Mortgagor'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 Mortgages	2 ,
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 of renewal 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 Mortgagor. No such extension, reduction, tenswal or release shall effect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgager 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 nortgage 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 paragraph above, or any other mortgage or encumbrance and that prior mortgage or encumbrance is in default or is foreclosed upon, or in the event Mortgagor without Mortgagees prior written consent sell or transfer any interest in this real estate them at the option of the Mortgagee this Mortgage and the Note or Notes or indebtedness it secures shall become immediately due and payable in full and further that the Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever.
- 7. The covenants, 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.

IN WITNESS WHEREOF this Mortgage has been day of, 1980	executed by the Mortgagor on this 17th.
	AL OR PARTNERSHIP YORTGAGOR
STATE OF INDIANA)) SS:	
COUNTY OF Lake	
Sefere me, Mary Hobgood and State, on this 17th day of July Kirk J. Kusmiz	, a Notary Public in and for said County , A.D., 1980 , personally appeared
personally known to me, and known to me to in and who executed the foregoing mortgage (their) voluntary act and deed for the use WITNESS my hand and official seal	be the person(s) who (is) (are) described, and acknowledged the same to be (his) as and purposes therein set forth.
My commission expires: 5-19-84	Timer? Minima
	Mary Hobgood
This Instrument prepared by:	