

602531

OCT 9, 1980

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

602531

REAL ESTATE MORTGAGE  
0117832-8

THIS INDENTURE WITNESSETH, that Melvin Smack & Shirley Smack husband & wife  
of 9311 Northcote St. John, Indiana 46373  
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 P.O. BOX 311 St. John, Indiana 46373  
hereafter called the Mortgagee, the following described real estate in Lake  
County, State of Indiana, to-wit:

Lot 13, Villa Park Addition to the Town of St. John, Lake County,  
Indiana, as shown in Plat Book 38, page 95, in the Lake County, Indiana

together with all buildings, improvements, appurtenances, and fixtures  
erected or used in connection with the real estate or hereafter acquired,  
erected, appurtenant or used in connection with the real estate, and together with  
all rents, issues, income, profits, rights, privileges, interests, easements  
hereditaments thereof.

This mortgage is given to secure the payment of Mortgagors Promissory Note payable  
to the Mortgagee dated September 29, 1980 in the amount of Thirty thousand  
three hundred thirty dollars and 00/100 ----- \$ 30,330.00  
with a final payment due and payable on September 1, 1986 together with  
interest and any extensions or renewals thereof and likewise to secure the perform-  
ance by the Mortgagor of all of Mortgagors covenants, agreements, promises, payments,  
and conditions contained in this mortgage, or the Note it secures, or any other  
instruments signed by the Mortgagor in conjunction with the indebtedness secured  
by this mortgage, and likewise to secure any and all future indebtedness of the  
Mortgagor to the Mortgagee, which indebtedness refers to this Real Estate Mortgage.

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 rents, issues, income  
and profits therefrom and all amounts due are payable without relief from valuation  
or appraisal 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 shall 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 less than the value of such improvements  
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 interest may appear;  
(d) Mortgagor will deliver the policy or a certificate evidencing said insurance to  
the Mortgagee and will allow Mortgagee possession of the same, and a Mortgagee may  
collect the proceeds of any insurance.

2350

