

oc. 9, 1980

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RETURN TO: BANK OF INDIANA, N.A. P.O. 30X 8030

MERRILLVILLE. IND 46410

Melvin Smack & Shirley Smack husband & wife THIS INDENTURE WITNESSETH, that of 9311 Northcote St. John? Endiana 40373

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 heresfter called the Mortgagee, the following described real estate in wife 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

togacher with all buildings, improvements, appurtenances, and fixtures Etacher. erected or used in connection with the real estate or hereafter acquired attached, erected, appurtenant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, assements ad heradicaments thereof.

This corregage is given to secure the payment of Mortgagors Promissory Note payable to the Mortgagee dated September 29, 19 80 in the amount of Thirty thousand three hundred thirty collars and 00/100-----s 30.330.00 with a final payment due and payable on September 3, 1986 cogether with interest and any extensions or renewals thereof and likewise to secure the performance 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 anaigna 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 astate or any part thereof should be attached, lavied 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, withour 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 rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisament laws and Mortgagor will pay all costs and attorneys' fees incurred by Mortgagee in the enforcement of the terms of the abovementioned nortgage.
- 2. For the duration of any indebtedness hereby secured: (a) the Mortgagor will keep the aforesaid property in its present state of repair, normal year 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 lies or encumbrance superior to this Mortgage; (c) Mortgagor will procure and maintain insurance with insurance companies acceptable to Mortgages. 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 them secured by any liens or encumbrances superior hereto on such real escate, whichever is smaller, and to be payable to the Mortgagee as its interest may appear; (d) Mortgager will deliver the policy or a certificate evidencing said insurance to the Mortzagee and will allow Mortgages possession of the same, and a Mortgagee may collect the proceeds of any insurance.



3. If the Mortgagor shall fail to make any payment or to obtain any insurance,	-
service or macerials necessary for the performance of any of Morrgagor'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	ŀ,
bear interest at the tate of interest set forth in the indebtedness.	

- 4. The Mortgagee 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 renewal note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lianholder, and without the consent of the Mortgagor. No such extension, reduction, tanewal or release shall effect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or telease, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee. No delay by the Mortgagee in the exercise of any of its rights because shall preclude the exercise thereof so long as the mortgage is in default hereunder and no failure of the Mortgagee to exercise any of his rights because of one default shall preclude the exercise thereof for a subsequent default. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.
- 5. That the Real Escate mortgaged hereby is free, clear, and unencumbered except as to (a) real estate taxes not yet due. (b) usual easements, covenants and restrictions of record. (c) Real Estate Mortgage dated 8-71 from Mortgagor to Bank of Indiana in the original amount of \$13,000.00 which mortgage is not in default and has an unpaid balance of \$14,500.21 (d) Other Bank of Indiana dated 10-12-79 in the amount of \$22.259.1

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 piural, the plural the singular, and the use of any gender shall include all genders.

signs. Whenever used, the singular number shall include the piural, the plural singular, and the use of any gender shall include all genders.	
IN WITNESS WHEREOF this Mortgage has been executed by the Mortgagor on this 29 day of September, 1980.	
Mohin Smack & Sheeter Smack	
Melvin Smack Shirley Smack	
ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP MORIGAGOR	
STATE OF INDIANA ) ) SS:	
COUNTY OF TAKE	
Before me, Sharon F. Strickland , a Notary Public in and for said County and State, on this 10th day of September , A.D., 1980 , personally appeared MELVIN SMACK AND SHIRLEY SMACK	
personally known to me, and known to me to be the person(s) who (is) (are) described, in and who executed the foregoing mortgage, and acknowledged the same to be this).  (their) voluntary act and deed for the uses and purposes therein set forths WITNESS my hand and official seal  My commission expires:  3/5/84	
Sharon F. NgEalEkilhaic Lake Co Resident	

John Caban Asst. V.P.

This Instrument prepared by:

<sup>6.</sup> 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: