

OCT. 9, 1980

602533

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

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REAL ESTATE MORTGAGE 117801 - 9

THIS INDENTURE WITNESSETH, that Lumber Lee Frazier and Susie Frazier, Husband and wife, 3157 Weet 19th 21ace, Jamy, Indiana 46404

of County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO Bank of Indiana, Mational Association with an office located at 1000 East 30th Place, Merrillyille, Ind 46410 hereafter called the Mortgagee, the following described real estate in Jakes.

County, State of Indiana, to-wit:

Lots 35 a nd 36, inBlock 2, in Sherman Park Addition to Tollestor.
in the City of Gary, as per plat thereof, as the same appears' accord in the Recorder's Office of Lake County, Indiana.

AKA 3157 West 19th Place, Gary, Indiana 46404

together with all buildings, improvements, appurtanences, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, arected, appurtanent 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:

- I. 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 reats, 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 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 forbestance as may be necessary in order that the said property shall not bereafter become subject to any lieu 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 ancumbrances superior herato 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.

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| 3. If the Mortgagor shall fail to make any payment or to obtain any insurance, | |
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| service or macerials necessary for the performance of any of Mortgagor's covenants | |
| above set forth, then the Mortgages 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 Mortgage | ec, |
| bear incerest at the rate of interest set forth in the indebtedness. | |
| | |

- 4. The Mortgagee at its option may extend the time for the payment of any indebtadness 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 lienholder, and without the consent of the Mortgagor. No such extension, reduction, renewal 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 Mortgagor to the Mortgagee. No delay by the Mortgagee in the exercise of any of its rights hereunder 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.
- 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 Mortgages prior written consent sell or transfer any interest in this real estate then at the option of the Mortgagee this Mortgage and the More 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 September , 1980. | exacuted by the Mortgagor on this 30th |
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| Luther Lee Frazier | Susie Frazier |
| ACKNOWLEDGAENT BY ENDIVEDU | JAL OR PARTNERSHLP MORTGAGOR |
| STATE OF INDIANA) | |
| COUNTY OF Lake) | |
| Before me, <u>Termsa A Jennings</u> and State, on this <u>Jothday of Sept.</u> Luther Lee Frazier and Susie Frazier | , a Notary Public in and for said County A.D., 19 30, personally appeared |
| personally known to me, and known to me to in and who executed the foregoing mortgag (their) voluntary act and deed for the us WITNESS my hand and official seal My commission expires: 4-6-82 | to be the person(s) who (is) (are) described se, and acknowledged the same to be (his) les and purposes therein set forth. |
| Resident of Lake County | Notary Public Terror |
| This Instrument prepared by: Michard S | Smara Amela III an Time |