

OCT. 10, 1980

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

602582

## REAL ESTATE MORTCAGE

THIS	INDENTURE	WITNESSEIH.	that ?	/illiam	Z. Smit	h and	Mary !	f. Smith	(hasbent fo	(ر
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of	Lake	County,	State of	f India	na, whet	her o	se or	more her	ein callac	Ī
Morts	agor, MOR	cgages and wa	RRANTS TO	3 Bank	of Indi	ana N.	Α,			
with	an office	located at		575	Stoadway	GALY.	India	man 46402		
heres	ifter calls	ed the Mortga	ges, the	collow	ing desc	ribed	real	ascate in	i jaka —	Ь
Count	y, State	of Indiana, c	o-wit:						* 3	
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Lot 4 37.0ck 1 in Stimpfigs Addition to Gary, as per plat thereof, : #5646d Plat Book 13 Page 36, in the Office of the Recorder of Lake County, Endlage.

ANA: 1135 Cleveland St. Gary, Indiana 46407

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

This mortgage is given to secure the payment of Mortgagors Promissory Note payable to the Mortgages dated September 26 , 19 30 in the amount of thirty-fire thousand nine hundred ten dollars and 00/100 cents\* (\$ 35.910.00\*) with a final payment due and payable Ami20 months after istliff, together 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 assigns covenants and agrees with said Mortgages, 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, 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 cogether 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 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.

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- 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 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 affect 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 Moregagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.
- 5. That the Real Estate mortgaged hereby is free, clear, and unencumbered except as to (a) real estate taxes not yet due, (b) usual essements, covenants from Mortgagor to 11/A in the original amount of N/A which mortgage is not in default and has an unpaid balance of 5 -0-(d) Other N/A
- 6. In the event this mortgage is subject to a mortgage set out in the paragraph above, or any other nortgage 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 escate then at the option of the Mortgagee this Mortgage and the Mote 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.
- 1. The covenants, agreements, and conditions hereof shall be binding upon the

Mortgagor and the heirs, personal represent Mortgagor, and shall inure to the benefit assigns. Whenever used, the singular numb the singular, and the use of any gender sh	of the Mortgagee and its successors and er shall include the plural, the plural
IN WITNESS WHEREOF this Mortgage has been	executed by the Mortgagor on this 15th
Willia Emile	Mary M. Smith
William 3. Smith	Mary M. Smith
ACKNOWLEDGMENT BY INDIVIDUA	L OR PARTNERSHIP MORTGAGOR
STATE OF INDIANA ) ) SS:	
COUNTY OF Lake	
	, a Notary Public is and for said County are, A.D., 19, and personally appeared mehand and wife)
personally known to me, and known to me to in and who executed the foregoing mortgage (their) voluntary act and deed for the uses WITNESS my hand and official seal	be the person(s) who (is) (are) described, and acknowledged the same to be (his) and purposes therein set forth.
My commission expires: July 23, 1984	Patria Jimes Clark
Resident of Lake County, IN	Notary Miblic
This Instrument prepared by:	