

603774

105507-80

BANK OF INDIANA, N.A.  
1000 E. 30th Place, Twin Towers North  
Merrillville, IN 46410  
Commercial Loan Department

603774

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that Richard D. Milburn and Barbara P. Milburn  
1905 Cleveland Terrace, Hobart, Indiana 46342  
of Lake County, State of Indiana, whether one or more herein called  
Mortgagor, MORTGAGES AND WARRANTS TO Bank of Indiana, National Association  
with an office located at 1000 East 30th Place, Merrillville, Indiana 46410  
hereafter called the Mortgagee, the following described real estate in Lake  
County, State of Indiana, to-wit:

A part of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township  
36 North, Range 7 West of the Second Principal Meridian, being further  
described as follows: to-wit: Commencing at a point 265 feet West and  
225 feet North of the Southeast corner of the Southwest 1/4 of the  
Southwest 1/4 of said Section 28, thence East 180 feet; thence North 90  
feet; thence West 180 feet; thence South 90 feet to the place of  
beginning, in the City of Hobart, Lake County, Indiana. AKA 1905 Cleveland Terr., Hobart, IN

together with all buildings, improvements, appurtenances, and fixtures attached,  
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, easements and  
hereditaments thereof.

This mortgage is given to secure the payment of Mortgagors Promissory Note payable  
to the Mortgagee dated September 17, 1980 in the amount of  
TWENTY SIX THOUSAND AND 00/100 DOLLARS (\$26,000.00)

with a final payment due and payable on Sept. 17, 1985 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  
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.

STATE OF INDIANA  
JAN 10 1981  
FILED IN PL 10000  
RECORDED  
SEP 17 9 08 AM '80  
MERRILLVILLE  
WILLIAM BIELEWICZ  
RECORDER

AMERICAN TITLE INS. CO.

P. 2  
300

