

NOV..4, 1980

605947

RETURN TO:

BANK OF INDIANA, N.A. P.O. BOX 8030 MERRILLVILDE. IND 46410

REAL ESTATE MORTGAGE 0118105 -4

THIS INDENTURE WITNESSETH, that Panald P. France & Holon M. Evens Husband & Wife Gary Indiana 46408 County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO Bank of Indiana, N. A. with an office located at 1000 E. 80th Place Merrillville, Indiana 46410 hereafter called the Mortgagee, the following described real estate in County, State of Indiana, to-wit:

Lot 16 in Block 6, in J.R. Brants 2nd 45th Avenue Gardens, as shown in Plat Book 21, Page 51, in Lake Coutny, Indiana.

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 ________, 19 an in the amount of Sixty Thousand Fifty and 40/100 Dollars 7\$ 60.050.40 with a final payment due and payable on __October 25.1990 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 Mortgages, which indebtedness refers to this Real Estate Brazager

The Mortgagor for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees with said Mortgagee, its successors and assigns follows:

- 1. If there is a default in the payment of any indebtedness hereby sacurat 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 Mortgages'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 appraisement 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", ence 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 Mortgages and will allow Mortgages possession of the same, and a Mortgages may collect the proceeds of any insurance.



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

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 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.

5. That to except as to (a and restriction from Mortgagor	i) real est is of recor	ate taxes m	ot yet o	iue, (b)) usual (ovenants
in the original which mortgage	amount of is not in	928 000 00 default and	has an	unpaid	balance	of \$ 25,500	,00
(d) Other	- X/A						

6. In the event this mortgage is subject to a mortgage set out in the paragraph aly

in default or is foreclosed upon, or in the extiten consent sell or transfer any interest of the Mortgages this Mortgage and the Note of become immediately due and payable in full and foreclose this Mortgage, all without any notifications.	event Mortgagor without Mortgages prior in this real estate then at the option or Notes or indebtedness it secures shall not further that the Mortgages may immediat
7. The covenants, agreements, and condi- Mortgagor and the heirs, personal representat Mortgagor, and shall inure to the benefit of assigns. Whenever used, the singular number the singular, and the use of any gender shall	tives, successors, and assigns of the the Mortgagee and its successors and shall include the plural, the plural
IN WITNESS WHEREOF this Mortgage has been exe	cuted by the Mortgagor on this
Toncel G. Clan	Helen m. Enang
Rosald P. Evens	Seles M. Evens
ACKNOWLEDGMENT BY INDIVIDUAL O	OR PARTNERSHIP MORTGAGOR
STATE OF INDIANA) SS: COUNTY OF Lake)	
	a Notary Public in and for said County A.D., 19 9 personally appeared
personally known to me, and known to me to be in and who executed the foregoing mortgage, a (their) voluntary act and deed for the uses a WITNESS my hand and official seal My commission expires:	nd ecknowledged the same to be (big).

11-18-81

Courny of Residence: Lake

This Instrument prepared by: