NOV. 4, 1980

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

MERRILLVILLE, IND 46410

605948



St. Augustine's Episcopial Church THIS INDENTURE WITNESSETH, that 2425 West 19th Avenue Gary, Indians County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO Bank of Indiana N.A 2020 Broadway with an office located at hereafter called the Mortgagee, the following described real estate in County, State of Indiana, to-wit:

Lots 15 to 24, both inclusive, in Block 1 in Germania No.2, in the City of Gary, as per plat thereof, recorded ø in Plat Book 2 page 32, in the Office of the Recorder of Lake County, Indiana.

together with all buildings, improvements, appurtenances, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtenent 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 November 3, , 1980 in the amount of Eight Thousand with a final payment due and payable on October 3,1983 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 second --by this mortgage, and likewise to secure any and all future indebtedness of the Mortgagor to the Mortgagee, which indebtedness refers to this Real Estame Horagage.

The Mortgagor for himself, his heirs, executors, administrators, successiffs, and assigns covenants and agrees with said Mortgages, its successors and assigns 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 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 customerily 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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•	3.	If t	the ?	fortg	agor	shall	fail	to m	ike an	paym	ent or	to c	btain	any in	Burance,	
servi	ce 0	T D	ter:	Lala	DECES	SELY	for t	se per	cforma	ice of	any o	f Mor	tgagor	's cove	enants	
above	set	for	rth,	then	the	Mortg	agee :	at its	s option	Day	do so	, and	its e	xpend1	tures	
for a	1y s	uch	pur	0056	shall	be a	dded i	to and	i becor	m par	t of t	he in	debted	ness he	ereby	
secur	ed.	An	7 am	unt	so ad	ded s	hall,	from	the da	ste of	payme	nt th	ereof	by the	Mortgages	l,
bear :	Inte	res	tat	the :	rate	of in	teres	t set	forth	in th	e inde	btedn	455 .			

- The Mortgagee at its option may extend the time for the payment of any indebtedness hereby secured, or raduce 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 the Real Estate mortgaged hereby is free, clear, and unencumbered except as to (a) real estate taxes not yet due, (b) usual essements, covenants and restrictions of record, (c) Real Estate Mortgage dated None from Mortgagor to in the original amount of None which mortgage is not in default and has an unpaid belance of \$ None (d) Other
- 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 Note or Notes or indebtedness it secures shall become immediately due and payable in full and further that the Mortgages may immediately foreclose this Mortgage, all without any notice or demand whatsoever.

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St. Augustine's Ep		rch	James	ADead	
2425 West 19th Av	Carried Carried Contract Cont	By:	Demes U.		7
Gary Montana			Mostur gue		
ACKN	WLEDGMENT	BY INDIVIDUAL	OR JAKTNERS	EMP MORTGAGOR	
STATE OF INDIANA)				
COUNTY OF Lake		SS:			
Before me. Ross M and State, on this		f November	_, a Notary	Public in and for D., 19 <u>80</u> , peri	or said County conally appeared
personally known to in and who executed (their) voluntary a	the foregoi	ing mortgage,	and acknowl	edged the same t	to be (his)
WITNESS my hand and	official se	eal		_	
My commission expire Dec. 17,1983	# \$:	***********	Kesa	m ma	ttab
				ary Public	