

FEB. 18, 1981

RETURN TO: BANK OF I

BANK OF INDIANA, N.A. P.O. BOX 8030

MERRILLVILLE, IND. 4641

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REAL ESTATE MORTGAGE 0118755-5

THIS INDENTURE WITNESSETH, that Steven Joseph Cardinale and Debra Ann Cardinale, husband and wife 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 Pl. Merrillville, IN 46410 hereefter called the Mortgages, the following described real estate in County, State of Indiana, to-wit: Part of the SE's of the SE's of Sec. 31, Twoship 36N, Range 7 West of the 2nd Principal Meridian, described as follows: Beginning on the E line of the SE corner thereof; thence W, parallel with the S line of said Section, 366.44 feet to a point on the E line of the property conveyed to Ed Olson and Pauline Olson, his wife, by Deed recorded in Deed Record 330 page 502; thence N, parallel with the E line of said Section, 41.23 feet to a point on the Southerly right of way lin e of the Elgin, Joliet and Eastern Railway Co. thence NE along the 3 line of said right of way of said RR Co. to the E line of said Section thence South along the E line of said section, 118 ft, more or less, to the place of beginning located in the City of Robert, 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, appurtenant or used in connection with the real estate, and together with = ; = all rents, issues, income, profits, rights, privileges, interests, essements and hereditaments thereof.

The Mortgagor for himself, his heirs, executors, administrators, successors, and essigns 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 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 accordays' fees incurred by Mortgages 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 carm "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) Mortzagor will deliver the policy or a certificate evidencing said insurance to the Mortgagee and will allow Mortgages 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, 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 Mortgagee, bear interest 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 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 Mortgager 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 easements, covenants and restrictions of record, (c) Real Estate Mortgage dated October 17, 1979 from Mortgager to Bank of Indiana National Association in the original amount of \$35,000.00 which mortgage is not in default and has an unpaid balance of \$34,861.63 (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 Mortgagees prior written consent sell or transfer any interest in this real estate them 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 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.

	uary,		executed by the Mortgagor on this 11th
			Steven Joseph Cardinale
			Debra Ann Cardinale
	ACKNOWLEDGMENT	BY INDIVIDUAL	OR PARTNERSHIP MORTGAGOR
STATE OF IN	DIANA)	
) SS: .	
COUNTY: OF	Labor)	
Before me: and Stace:	on this: 11thday	r of <u>February</u>	_, a Notary Public in and for said County , A.D., 19 <u>81</u> , personally appears
ersonally-	committe me, and k	nown to me to	be the person(s) who (is) (are) described
in and whos.	executed the foreg	oing mortgage.	and acknowledged the same to be (his)
(their) voi	untary act and dee	d for the uses	and purposes therein set forth.
	hand and official	seat	, 1
ny commissi 3-3-83	on expires:		Margaret a Laver
1-2-03	The state of the s	name and the second	Notary Public
•			Margarec A. Sauer
This Instru	mant prepared by:	Charles E. V	Vigland - Vice President