

618532

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618532

**REAL ESTATE MORTGAGE**

THIS INDENTURE WITNESSETH. That THOMAS E. CARLIN and PAMELA A. CARLIN,  
husband and wife

(the "Mortgagor") of LAKE County, State of INDIANA, MORTGAGE  
AND WARRANT to HUBER RANCH SOD NURSERY, INC., an Indiana Corporation

(the "Mortgagee") of LAKE County, State of INDIANA, the  
following described real estate in LAKE County, Indiana:

Parcel I

Lot Eleven (11), Olde Hickory Estates, Unit 1, as per plat thereof, recorded in Plat Book 38 page 41, in the Office of the Recorder of Lake County, Indiana.

Parcel II

Part of the Northeast quarter of the Northeast quarter of Section 29, Township 35 North, Range 9 West of the Second Principal Meridian, described as follows: Commencing at the East line of the said Northeast quarter of the Northeast quarter at a point 275 feet North of the South line thereof and running thence West parallel with said South line 290 feet; thence North 135 feet; thence East 290 feet to said East line; thence South 135 feet to the point of beginning, in Lake County, Indiana.

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated February 20, 1981 in the principal amount of Twelve Thousand Four Hundred Fifty-five and 49/100 Dollars (\$ 12,455.49 ) with interest as therein provided and with a final maturity date of July 1, 1981.

Said principal and interest are payable as follows:

The principal and all interest accrued at eighteen percent (18%) from February 20, 1981 shall be due and payable in full on July 1, 1981.

STATE OF INDIANA  
FEB 20 3 52 PM '81  
WILLIAM W. LESNIE JR  
RECORDER

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

1. **Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
2. **No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
3. **Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
4. **Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
5. **Advancements to Protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of ~~eighteen percent~~ **twenty per centum (20%)** per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

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- 6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
- 7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
- 8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee, at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal 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.
- 9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.
- 10. Mortgagors may prepay this mortgage in any amount at any time without penalty.
- 11. If all or part of the property or the interest therein is sold or transferred by the Mortgagors without the Mortgagee's prior written consent, the Mortgagee may at the Mortgagee's option, declare all sums secured by this mortgage to be immediately due and payable without notice, and this mortgage may be foreclosed accordingly.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this 20th day of February 1981

Signature Thomas E. Carlin  
Printed THOMAS E. CARLIN

Signature Pamela A. Carlin  
Printed PAMELA A. CARLIN

Signature \_\_\_\_\_  
Printed \_\_\_\_\_

Signature \_\_\_\_\_  
Printed \_\_\_\_\_

STATE OF INDIANA  
COUNTY OF LAKE } ss.

Before me, a Notary Public in and for said County and State, personally appeared THOMAS E. CARLIN and PAMELA A. CARLIN

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 20th day of February, 1981

Signature Barbara J. Polen  
Printed Barbara J. Polen  
NOTARY PUBLIC

My commission expires July 16, 1981

This instrument was prepared by HERMAN BARBER attorney at law.  
Returns to 517 North Main Street, Crown Point, Indiana, 46307