

ARCH 5, 1981

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

P.O. BOX 8030 MERRILLVILLE, IND 46410

620337

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSEIR, that Richard: # Zientara and

of Joseph D. County, State of Indians, whether one or stre herein called

Mortgagor, MORTGAGES AND WARRANTS TO Fank And manifold the Manual Indiana, with an office located at 1000 90th Hard Mensillular Minimal hereafter called the Mortgagee, the following described real estate in the County, State of Indiana, to-wit:

Tota 42 and 43, South Shore Subdivision, in the Rown of Cedari Lake, as shown in Plat Book 21, page 22, Male Chinty, 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, essenges and hereditaments thereof.

This mortgage is given to secure the payment of Mortgagors Promissony Notice payment to the Mortgages dated 24/fabruary, 198/ in the amount of together with with a final payment die and payable on together with sinterest and any extensions or renswals 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 Mortgage.

The Mortgagor for himself, his heirs, executors, administrators, successors, and assigns 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 Mortgages 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 appraisament laws and Mortgagor will pay all costs and accornays' fees incurred by Mortgagoe 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 forbestance 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 astate 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. inicherer is smaller, and to be payable to the Mortragee as its interest may appear? (d) Mortgager will deliver the policy or a certificate evidencing said incurates to the Mortgages and will allow Mortgages possession of the same, and a Mortgages 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 Mortgagoe 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 Mortgagoe, 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 rememal 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, remewal 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 Mortgages to the Mortgages. No delay by the Mortgages 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 Mortgages to exercise any of his rights because of one default shall preclude the exercise thereof for a subsequent default. The Mortgages 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 essenents, covenants and restrictions of record, (c) Real Estate Mortgage dated		
from Mortgagor to in the original amount of	ne-	
which mortgage is not in default (d) Other Marie		ce of \$

6. In the event this mortgage is subject to a mortgage set out in the peragraph above, or any other mortgage or encumbrance and that prior mortgage or encumbrance is in default or is foreclosed upon, or in the event Mortgager vithout Mortgagers prior written consent sell or transfer any interest in this real estate them at the option of the Mortgages this Mortgage and the Mote 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.

7. The covenents, agreements, and conditions bereaf 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.

the singular, and the use or any gender	suell include all Senders.
IN WITNESS WHEREOF this Mortgage has been	m executed by the Mortgagor on the Silver
day of March 1981.	
Sunter Centary	X
RICHARD F ZIENTARA	SWEATTE K. ZIEWSARAS
ACKNOWLEDGMENT BY INDIVI	DUAL OR PARTNERSHIP MORTGAGOR
STATE OF INDIANA.)	
) SS:	
COUNTY OF)	
Sefore me.	, a Notary Public in and for said County
and State, on this. A day of Man	, A.D. 19 // personally appeared
Умерен Виначи з	The Film Tare
personally known to me, and known to me	to be the person(s) who (is) (are) described
	age, and acknowledged the same to be (his)
(their) voluntary act and deed for the	uses and purposes therein set forth.
WITHESS my hand and official seal	
JEAN EBERLE	the state of the s
My Comm. Expires February 14 1082	Notary Public
This Instrument prepared by:	War - 1