MARCH 18, 1981

RETURN TO:

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

MERRILLVILLE, IND 46410

621973

REAL ESTATE HORTGAGE

0118957 -3

THIS INDENTURE WITHESSEIR, that Jose DeJesus Acevedo and Gloria DeJesus.

Husband & Wife County, State of Indiana, whether one or more herein called MOSTERSOF, MORTGAGES AND WARRANTS TO Bank of Indiana, National Association with an office located at 575 Broadway, Game, Indiana hereafter called the Morrgages, the following described real estate in will County, State of Indiana, to-wit:

Lot 13 and the North 18 feet of Lot 14, Block 20, Gary Land Company First Subdivision, in the City of Gary, as the same appears of record in Plat 3000 25, in the Recorder's Office of Lake County, Indiana.

Gary, Indiana

together with all buildings, improvements, appurtaments, 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, essenants and haraditaments thereof.

This mortgage is given to secure the payment of Mortgagors Promissory Note payable to the Mortgages dated 2-21-81 , 19 in the amount of Thirteen thousand, two hundred, fifty three dollars and 76/100 **(\$13**,253.76 with a final payment due and payable on 3-15-39 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 Mortgagee, which indebtedness refers to this Real Estate Mortgage.

The Mortgagor for himself, him 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 may 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 eforesaid 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 cortrage. and the Mortgagee if it elects to foreclose the same shall become entitled to the immediate possession of the eforessid 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 ail costs and attorneys' fees incurred by Mortragee in the enforcement of the terms of the abovementioned mortrage.
- 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 lies or encumbrance auperior to this Mortgage; (c) Mortgagor will procure and maintain insurance with insurance companies acceptable to Mortgages, et demane to or destruction of the improves 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, essessments and indebtedness then secured by any liens or encumbrances superior hereto on such real est. whichever is smaller, and to be payable to the Mortgagee as its interest may appear; (d) Hortzagor will deliver the policy or a certificate evidencing seid insurance to the Hortgagee and will allow Mortgagee possession of the same, and a Mortgagee may collect the proceeds of any insurance.



3.	If the	Morte	agor sha	11 fail	to mak	e any	PEYME	st or	to obtain	any in	eurence.
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spoke se	e forci	t, then	the Moz	Egages	at its	option	may (io se,	and its	expendi	Euree
for any	ency be	rpose	shall be	added	to end	decome	part	of th	e indebte	dress D	SESDY
secured. beer inc										DY COM	Hortgages,

- A. 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 reason note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lianholder, and without the consent of the Mortgager. 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 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 remadies 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 N/A from Mortgager to N/A in the original amount of N/A which mortgage is not in default and has an unpaid balance of N/A (d) Other N/A
- 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 Mortgager without Mortgagese prior written consent sell or transfer any interest in this real estate them at the option of the Mortgages 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.
- 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.

day of February , 1981 .	been executed by the Mortgagor on this 213t
Cloria DeJesus	
ACKNOWLEDGMENT BY INDI	VIDUAL OR PARTNERSHIP MORTGAGOR
COUNTY OF Lake	
efore me, <u>lilan fofferman</u> nd State, on this <u>li</u> day of feor	nary Public in and for said County nary , A.D., 1981 , personally appear
Tose Dalesman Acovers and Glaris Dela	sus, Ruspand & Wife
ersonally/known to me, and known to a stand who exacuted the foregoing morthsis) voluntery act and deed for the	sus, juspand & Wife as to be the person(s) who (is) (are; described tyage, and acknowledged the same to be (his) s uses and purposes therein set forth.
ersonally/known to me, and known to m	de to be the person(s) who (is) (are; described