APRIL 14, 1981

RETURN TO: BANK OF INDIANA, N.A.
P.O. BOX 8030
MERRILLVILLE, IND 46410

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625143

REAL ESTATE MORTGAGE 011.9318-6

Lots 27 and 28 in Block 2, in Lincoln Park Addition to Gary, as per plat thereof, recorded in Plat Book 6, page 17, in the Office of the Recorder of Lake County, Indiana.

together with all buildings, improvements, appurtenences, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached; are erected, appurtenent or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, essentits and together with hereditaments thereof.

This mortgage is given to secure the payment of Mortgagors Promissory No. parable to the Mortgages dated April 2, 1981 in the amount of \$2.675.76

Two Thousand Six Hundred Seventy-five and 76/100 \$2,675.76

with a final payment due and payable on May 7, 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 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:

- 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 Mortgagoe in the enforcement of the terms of the abovementioned mortgage.
- 2. For the duration of any indebtedness hereby secured: (a) the Morrgagor 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 y be necessary in order that the said property shall not hereafter be subject to any lies or encumbrance superior to this Mortgage; (c) Mortgagor will. procure and maintain insurance with insurance companies acceptable to Mortgages. 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 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 them hereby secured plus all taxes, assessments and indebtedness them 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 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 of to obtain any insurance, service or materials necessary for the performance of any of Mortgagor's covenants above set forth, then the Mortgages 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 Mortgages, 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 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 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 8/7/67 from Mortgagor to First Bank and Trust Company in the original amount of \$14,550.00 which mortgage is not in default and has an unpaid balance of \$10,000.00 (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 Mortgager without Mortgages 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 Mortgagoe 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.

IN WITNESS WEEREOF this Mortgage has been executed by the Mortgagor on this. 2nd	
day of April , 1981	
Marion Bringer	
	Danieline Thiners
Marion Shivers.	Ernestine Shivers
ACKNOWLEDGMENT BY INDIVIDU	IAL OR PARTNERSHIP MORTGAGOR
STATE OF INDIANA.	
) S\$:	
COUNTY OF	
Marion Shivers and Ernestine Shivers hu	A.D., 191 personally appeared
personally known to me, and known to me t	o be the person(s) who (is) (are) described
in and who executed the foregoing mortgag	
(their) voluntary act and deed for the us	es and purposes therein set forth.
WITNESS my hand and official seal	
My commission expires:	Tatrie James Clark
July 23 1984	Notary Public
Resident of Laios County, IN	
Tonger agency of her Shoridan Darn	ell Powell. Ican Officer