

625145

APRIL 14, 1981

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

2 625145

REAL ESTATE MORTGAGE
0119211-0

THIS INDENTURE WITNESSETH, that Louis Kaczmarek and Ann L. Kaczmarek
of Lake 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 Place, Merrillville, Indiana
hereafter called the Mortgagee, the following described real estate in Lake
County, State of Indiana, to-wit:

East 90 feet of Lot 4, Block 2, Roachdale Farms Addition to Hobart, recorded in
Lake County, Indiana.

Commonly known as 2705 W. 37th Avenue, Hobart, 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, easements and
hereditaments thereof.

This mortgage is given to secure the payment of Mortgagor's Promissory Note payable
to the Mortgagee dated April 1, 1981 in the amount of NINE THOUSAND
ONE HUNDRED FORTY ONE-----and 60/100 (\$9141.00)
with a final payment due and payable on March 6, 1986 together with
interest and any extensions or renewals thereof and likewise to secure the perform-
ance by the Mortgagor of all of Mortgagor's 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, his heirs, executors, administrators, successors, and
assigns covenants and agrees with said Mortgagee, 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 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 appraisal laws and Mortgagor will pay all costs and attorneys' fees incurred
by Mortgagee 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 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,
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 Mortgagee and will allow Mortgagee possession of the same, and a Mortgagee may
collect the proceeds of any insurance.

STATE OF INDIANA
LAKELAND COUNTY
FILED FOR RECORD
APR 16 11 1981
WILLIAM BIRNEY
RECORDER

2515

