APRIL 14, 1981

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

Instalment LossekRILLVILLE, IND 46410

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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 Hobert, recorded in Lake County, Indiana.

Commany known as 2705 W. 37th Avenue, Hobert, Indiana)

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

The Mortgagor for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees with said Mortgagee, its successors and assigns as follows:

- I. 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 appraisement 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 Mortgageo. 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 "entended 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 scured 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 Mortgages and will allow Mortgages possession of the same, and a Mortgages may collect the proceeds of any insurance.

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ser	vice	or	mate	rials	neces	sary	for t	the p	erfor	nance	of	any of	Morte	agor's	COA	mants	
abo	78 S	et f	orth	, the	1 che	Mort	gagee	at i	ts op	E1on	may	do so,	and t	ts ex	endi	ures	
for	any	suc	h pu	rpose	shall	be a	added	to a	nd be	COBB	part	of th	e inde	btedne	ess he	reby	
seci	ured	. A	ny a	3 muom	30 80	ided i	shall,	fro	m the	date	of	paymen	t ther	eof by	, che	Mortga	gee,
bear	r in	tere	st a	t the	rate	of in	teres	t se	t for	th in	the	indeb	tednes				

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 of 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 Mortgagor. 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 Mortgagor 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 Mortgages 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 except as to (a) real and restrictions of re	. essemen				
from Mortgagor to in the original amount	of				
which mortgage is not (d) Other	in default and	i has an un	paid balanc	e of S	÷0.÷
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- 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 Mortgagor without Mortgagees prior written consent sell or transfer any interest in this real estate them at the option of the Mortgagee 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.

WITNESS WHEREOF this Mortgag			1 Kanner	
Louis Kaczmares	Constructions	Ann L. Kac	MATER	
ACKNOWLEDGMENT B	Y INDIVIDUAL O	R PARTNERSHIP	MORTGAGOR	
ATE OF INDIANA	SS:			1
UNITY OF Lake			(Con
fore me. Leota M. Lackovito d State, on this lst day of Louis Kaczmarek and Akk Ann	ADLIT	. A.D.	ic in and for se	id County

Shirley Gunning This Instrument prepared by: