

JUNE 2, 1981

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

631141

REAL ESTATE MORTGAGE

0113574 - 4 THIS INDENTURE WITNESSEIH, that Thomas B. Wilson and Ellen F. Wilson, Husband and

2800 E. 10th St., Hobart, Indiana 46342 County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO Bank of Indiana, N.A. Lake with an office located at 1000 E. 30th Pl. Merrillville, Indiana 46410 hereafter called the Mortgagee, the following described real estate in Lake County, State of Indiana, to-wit:

Lot "C" in Hickory Hills, in the City of Hobert, as per plat thereof, recorded in Plat Book 46 page 94, in the office of the Recorder of Lake County, Indiana, except the South 400 feet of the West 110 feet thereof and also except that part of said Lot "C" described as follows; Beginning at a point on the East line of said Lot "C" 288 feet North of the Southeast corner thereof; thence North 10 28' 30" West parallel with the East Line of said Section 33, 172 feet; thence South 460 32" lo" West 67.27 feet; thence South 220 57 53" Bast 136.49 feet to the point of beginning.

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 Mortgagors Promissory Note payable to the Mortgages dated May 22 , 19 81 in the amount of Forty Nine -Thousand four hundred thirty two and 32/00 together with May 22, 1988 with a final payment due and payable on 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, his heirs, executors, administrators, successors, second 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 seemed or in the performance of any of the Mortgagor's covenants set forth in this mortgages 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 Morrgagni 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 foreciosure 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 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 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.



- 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 Mortgagee 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 Mortgagee, 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 renewal 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 remedies hereunder successively or concurrently.

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except as	to (a) real rictions of r	l Estate mortge estate taxes o ecord, (c) Real	ot yet due, (b Estate Mortga) usual ease ge dated <u>O</u> c	tober 18, 1976	:8
		t of ean non no				
		The state of the s				وبالإجابات
which mor	trage is not	in default and	has an unpaid	balance of	\$ 27.000.00	
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(d) CDBE	5 <u></u>					
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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 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 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.

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IN WITNESS WHEREOF this Mortgage	has been executed by the Mortgagor on this 22nd
day of May 19	81.
	Thomas B. Wilson Chlind Milan
	Thomas B. Wilson
	Ellen F. Wilson
ACKNOWLEDGMENT BY	INDIVIDUAL OR PARTNERSHIP MORTGAGOR
STATE OF INDIANA	
COUNTY OF Lake	SS:
Before me, Merie L. Lafferty	, a Notary Public in and for said County
and State, on this 22nd day of	May . A.D., 19 81 , personally appears
Thomas 8. Wilson and El	len F. Wilson, bestand and wife
in and who executed the foregoin	n to me to be the person(s) who (is) (are) described g mortgage, and acknowledged the same to be (his) or the uses and purposes therein set forth.
My commission expires:	marie L. Lallet
Resident Porter County	Notary Public Marie L. Lafferty
This Insurant prepared by:	