

JUNE 2, 1981

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

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REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that Roy H. Phipps and Betty M. Phipps, husband and wife County, State of Indians, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO Bank of Indians, National Association with an office located at 1000 E. 80th Place, Merrillville, Indians 46410 hereafter called the Mortgages, the following described real estate in Lake County, State of Indians, to-wit:

Lot 40 in Eastdale Estate Unit #3, to the Town of Lowell, as recorded in-Plat Book 39, page 48, 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, erected, appurtenent or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, essements and hereditaments thereof.

This mortgage is given to secure the payment of Mortgagors Promissory Note payable to the Mortgages dated May 4 1981 in the amount of Forty Three Thousand One Hundred Twenty Five Dollars and 84/100 -- (\$43,125.84)
with a final payment due and payable on May 15, 1987 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:

- 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 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 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.

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- 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 Mortgages, 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 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 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 a and rest	es to (a) recrictions of	eel Estate mon al estate tax record, (c) ! First Federal	es not yet of Real Estate Savings &	iue, (b) us Mortgage d Loan Associ	ual easement aced <u>Januar</u> acion of Val	y 31, 1977 paraiso	B market
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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 then 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 Mortgagee 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.

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 WHEREOF this Mortgage has been executed by the Mortgagor on this4th day of, 19 81.							
Betty M. Phipps	Roy H. Phipps						
ACKNOWLEDGMENT BY INDIVIDUAL	OR PARTNERSHIP MORTGAGOR						
STATE OF INDIANA ) ) SS:							
COUNTY OF Lake							
Before me. Euphemia L. Stewart and State, on this 4th day of May Roy H. Phipps and Betty M. Phipps, hus	. A.D., 19 81, personally appeared						
personally known to me, and known to me to in and who executed the foregoing mortgage, (their) voluntary actuand deed for the uses WITNESS my hand; and official seal.  My commission empires:	and acknowledged the same to be (his) and purposes therein set forth.						
	Notary Public Euphemia L. Stewart						

his Instrument prepared by: Richard C. Simaga, Vice President

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