

JUNE 2, 1981

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

631146

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that Gerry P. Kozlowski.

3020 W. 49th Avenus, Hobart, Indians 46342

of Lake County, State of Indians, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO Bank of Indians, N.A. with an office located at 1000 R. 80th Pl. Merrillville, Indians 46410 hereafter called the Mortgages, the following described real estate in Lake County, State of Indians, to-wit:

Lot 6, in Crestwood Trace, in the City of Hobert, as per plat thereof, recorded in Plat Book 42 page 29, in the Office of the Recorder of Lake County, Indiana.

together with all buildings, improvements, appurtenances, and fixtures attached erected or used in connection with the real estate or hereafter acquired. Etached, erected, appurtenant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, essements hereditaments thereof.

This mortgage is given to secure the payment of Mortgagors Promissory Note payable to the Mortgagee dated May 22 19 81 in the amount of Fight Thomsand (\$ 8459.28)

With a final payment due and payable on May 29 1984 together with interest and any extensions or renewals thereof and likewise to secure the performance by the Mortgagor of all of Mortgagors cuvenants, 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 indebtadness secured by this mortgage, and likewise to secure any and all future indebtadness 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 Mortgagee, 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 accornays' 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 west 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 th	e Mort	gagor she	ll fail	to make	any pa	year or	to obtain	any in	surance,
service	or mat	erials	necessar	y for th	e perfo	rmance (of any of	Mortgago	r's cov	enants
above s	et fort	th, ther	the Mor	tgagee a	e its o	prion m	ay do so,	and its	expendi	tures
for any	such p	urposa	shall be	added t	o and b	ecome p	art of th	e indebte	dness h	ereby
secured.	. Any	amounc	so added	shall,	from the	e date	of paymen	t thereof	by the	Mortgagee,
bear in	terest	at the	rate of	interest	set for	rth in	the indeb	tedness.		

- 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 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 because 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.
- 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 __October 17. 1978 from Mortgager to _____ Donald Webber Mortgage Company. Inc. in the original amount of ______ 335.700.00 which mortgage is not in default and has an unpaid balance of \$ 35.000.00 (d) Other _______ (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 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 nuthe singular, and the use of any gender.	mber shall include the plural, the plural shall include all genders.
IN WITNESS WHEREOF this Mortgage has been day of, 19 81.	Alexander of the Mortgagor on this 22nd Stander Stander Stander Gerry P. Loziowski.
	J Gerry P. Kozlowski
ACKNOWLEDGMENT BY INDIVIDUAL) STATE OF INDIANA) SS: COUNTY OF Lake)	UAL OR PARTNERSHIP MORTGAGOR
Sefore me. Marie L. Lafferty and State, on this 22nd day of May Gerry P. Kozlowski	a Notary Public in and for said County J.D., 19 31, personally appeared
cersons ly known to me, and known to me in and who executed the foregoing mortgage (their) roluntary set and deed for the us lines my hand and official seal ty: commission expires:	o be the person(s) who (is) (are) described se, and acknowledged the same to be (his) ses and purposes therein set forth. The person(s) who (is) (are) described described described to be chis) described the same to be (his) described and purposes therein set forth. The person(s) who (is) (are) described descr
	Marie L. Lafferty