

JUNE 2, 1981

631147

RETURN TO: BANK OF INDIANA, N.A.

P.O. BOX 8030

MERRILLVILLE. IND 46410

REAL ESTATE MORTGAGE 1119578 -6

THIS INDENTURE WITNESSETH, that Olivia J. Boone Indiana 40409 Cary. 3577 Conn. ST County, State of Indiana, whether one or more herein called of Lake Mortgagor, MORTGAGES AND WARRANTS TO Bank Of Indiana N.A.

with an office located at 1000 E 50th Place Merrillville, Indiana hereafter called the Mortgagee, the following described real estate in Take County, State of Indiana, to-wit:

> Lot 27,28,29, Block 3 South Broadway Addition to Gary as shown in Plat Book 7 Page 3 Lake County Indiana. A/K/A: 3577 Conn. ST. Gary, Indiana 46409

together with all buildings, improvements, appurtenances, and fixtures attachederected or used in connection with the real estate or hereafter acquired, acrecied, 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 cortgage is given to secure the payment of Mortgagors Promissory Note payable to the Mortgagee dated May 19 1981 in the amount of Seven Thousand Twelve Dollars ---- 32/00 with a final payment due and payable onApril 25.1955 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 rafers 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:

- 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 Mortgages'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 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 Mortgages 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 than 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.



- 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 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 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 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	he Real Estate	mortgaged hereb	y is free, cle	ear, and unencumbe	red
except as to (a	e) real estate t	axes not yet du	e, (b) usual e	easements, covenan	EB .
and restriction	s of record, (c) Real Estate M	ortgage dated	Sentember 11 1	975
from Mortgagor	to Calument	Securties Axx	. Corp.		
	amount of 314				
		it and has an u	npaid balance	of. \$13,790.00	
(d) Other	NA				

- 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 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.
- 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 assigns. Whenever used, the singular number the singular, and the use of any gender shall	shall include the plural, the plurak
IN WITNESS WHEREOF this Mortgage has been exeder of May 1981. Olivia J. Boons	ecuted by the Mortgagor on this 19th
ACKNOWLEDGMENT BY INDIVIDUAL OF STATE OF INDIANA) SS: COUNTY OF Lake)	OR PARTNERSHIP MORTGAGOR
Before me, <u>Laduena M. Carmen</u> , and State, on this <u>19thday of May</u> Olivia L. Boone	a Notary Public in and for said County
personally known to me, and known to me to be in and who executed the foregoing mortgage, a (their) voluntary act and deed for the uses a WITNESS my hand and official seal My commission expires:	nd acknowledged the same to be (hts)
LADUENA M. CARMAN	Notary Public

Grenared by: Sheridan D. Powell

Notary Priblic, Lake Co., IN