Pol #CO 108784-81

Return To: Bank of Indiana N.A.

Commercial Loan Dept.

1000 East 80th

1000 East 80th Merrillville, Indiana 46410

641457

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that Robert L. Pressler & Eileen M. Pressler, Husband	&
Wife, of 817 West Joliet Street, Crown Point, Indiana 46307	
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 5305 Broadway, Merrillville, Indiana 46410	
hereafter called the Mortgagee, the following described real estate in Lake	^
County, State of Indiana to-wit:	

SEE ATTACHED LEGAL DESCRIPTION

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.

The Mortgagor for himself, his heirs, executors, administrators, successors, and 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 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 they immediate possession of the aforesaid property together with the rents, is necessary 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' pass incurred by Mortgagee in the enforcement of the terms of the abovementioned mortgageor
- 2. For the duration of any indebtedness hereby secured: (a) the mottgagor will keep the aforesaid property in its present state of repair, normal year 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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LEGAL DESCRIPTION

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That part of the Northeast 1/4 of the Northeast 1/4 of Section 7, Township 34 North, Range 8 West of the 2nd P.M., more particularly described as follows: Commencing at a point on the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 7 and 606.18 feet East of the Southwest corner thereof; thence North O degrees East 490.33 feet; thence South 89 degrees 22 minutes 45 seconds East 18.04 feet; thence North 5 degrees 02 minutes 54 seconds East 572.40 feet to the center line of State Road #8; thence North 74 degrees 13 minutes 45 seconds West along the center line of said State Highway 97.85 feet to the point of beginning of this described parcel; thence South 15 degrees 46 minutes 15 seconds West 35 feet to a point of curve; thence Southerly along a curve to the right, having a radius of 295.66 feet, a distance of 90.08 feet to a point of tangent; thence continuing Southerly along a curve to the left, having a radius of 355.66 feet, a distance of 47.68 feet to a point; thence North 74 degrees 13 minutes 45 seconds West a distance of 76 feet; thence North 12 degrees 43 minutes 50 seconds East 170.04 feet to the center line of State Road No. 8; thence South 74 degrees 13 minutes 45 seconds East 109.86 feet to the point of beginning, in the City of Crown Point, in Lake County.

- 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 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 Mortgagee 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.
- 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 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.

IN WITNESS WHEREOF this Mortgage has been executed by the Mortgagor on this 11th day of August, 1981. Robert L. Pressler
ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP MORTGAGOR
STATE OF INDIANA)
COUNTY OF Lake) SS:
Before me, Phyllis Wells , a Notary Public in and for said County and State, on this 11th day of August , A.D., 1981, personally appeare Robert L. Pressler and Eileen M. Pressler,
husband and wile
personally known to me, and known to me to be the person(s) who (is) (are) described in and who executed the foregoing mortgage, and acknowledged the same to be (is) (their) voluntary act and deed for the uses and purposes therein set forth. WITNESS my hand and official seal My commission expires:
(Resident of Lake County Notary Public Phyllis Wells

Dennis L. Lorenz

This Instrument prepared by: