

Com 109857-81

Return to: Bank of Indiana, N.A. Attn: Sherril
Commercial Loan Department
100 E. 80th Avenue
Merrillville, IN 46410

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655776

REAL ESTATE MORTGAGE

PIONEER NATL. TITLE INS. CO.
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

THIS INDENTURE WITNESSETH, that ANDREW BATALIS
3786 Liverpool Rd. Hobart, Ind 46342
of Lake County, State of Indiana, whether one or more herein called
Mortgagor, MORTGAGES AND WARRANTS TO BANK OF INDIANA NA
with an office located at 1000 E. 80th Place Merrillville, In 46410
hereafter called the Mortgagee, the following described real estate in Lake
County, State of Indiana, to-wit:

See attached for legal description.

JAN 8 11 02 AM '82
WILLIAM BIELSKI
RECORDER

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 Mortgagee dated December 10, 19 81 in the amount of (\$ 39,000.00*

**THIRTY NINE THOUSAND -----
with a final payment due and payable on May 10, 1982 together with
interest and any extensions or renewals thereof and likewise to secure the perform-
ance 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, 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 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 appraisal 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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Commercial Loan in the name of Andrew Batalis

LEGAL DESCRIPTION OF COLLATERAL

A part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, Township 36 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at the point of intersection of the North line of 33rd Avenue with the East line of California Street extended North, which point is more particularly described as 695 feet east and 30 feet North of the Southwest corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 23; thence North on the East line of California Street extended North, 603.18 feet; thence East parallel with the North line of 33rd Avenue, 272.5 feet; thence South on the West line of Minnesota Street extended North 208.18 feet; thence West 126.25 feet; thence South 250 feet; thence East 126.25 feet; thence South on the West line of Minnesota Street extended North, 145 feet to the North line of 33rd Avenue; thence West on the North line of 33rd Avenue, 272.5 feet to the point of beginning.
AKA: 3200 Minnesota, Lake Station, IN

Lots 31 and 32 in Block 1 in F. D. Barnes's Gary Addition to Hobart, as same appears of record in Plat Book 10, page 27, in the Recorder's Office, Lake County, Indiana
AKA: 3786 Liverpool, Hobart, IN