Return 'to:

Bank of Indiana, N.A. Attn: Sherril Commercial Loan Department 100 E. 80th Avenue

Merrillville, IN 46410

655776

REAL ESTATE MORTGAGE

THIS	INDENTURE	WITNESSETH, th	at ANDRE	W BATALIS			
				Rd. Hobart			
of _	Lake	County, S	tate of Ind	lana, whether	one or mo	re herein	called
		IGAGES AND WARR					
with	an office	located at	1000	E. 80th Place	e Merrill	ville, In	46410
		ed the Mortgage					
Count	y, State	of Indiana, to-	wit:				<u> </u>
							T

See attached for 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.

This mortgage is given to secure the payment of Mortgagors Promissory Note payable to the Mortgagee dated <u>December 10</u>, 19 81 in the amount of **THIRTY NINE THOUSAND - - - - - - - - - - - - - (\$39,000.00*) 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 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 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 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.

7.00

- 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.

except as to (a and restriction	a) real est as of recor	tate taxes rd, (c) Rea	not yet d 1 Estate	Mortgage dat	1 easements, ed (1): 4-9-	unencumbered covenants 81 (2) 1-6-76
from Mortgagor in the original	to <u>(1) Bar</u> amount of	ik_of_India f (1) 23.9	na N. A. 62.00 (2)	(2) Ist Fed	. of Gary	
which mortgage (d) Other	is not in	default an	d has an	unpaid balan	ce of \$ 23.9	62:00 (2)
			•		,	and control of the property of

- 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 the singular, and the use of any gender sh	per shall include the plural, the plural nall include all genders.
IN WITNESS WHEREOF this Mortgage has been day of, 19 81 .	executed by the Mortgagor on this 10th
	Ondrow Batalia
	Andrew Batalis
ACTIVALLY TRAVERSE BY THE TABLE	A CONTRACTOR OF THE PROPERTY O
	AL OR PARTNERSHIP MORTGAGOR
STATE OF INDIANA)	
COUNTY OF Lake) SS:	
Before me, Marie L. Lafferty and State, on this 10th day of December	, a Notary Public in and for said County, A.D., 19 ⁸¹ , personally appeared
Andrew Batalis	
personally known to me, and known to me to in and who executed the foregoing mortgage (their) voluntary act and deed for the use WITNESS my hand and official seal. My commission expires: 10/R/82 Res. of km Porter County	be the person(s) who (is) (are) described e, and acknowledged the same to be (his) es and purposes therein set forth.
	Notary Public Marie Lafferty

This Instrument prepared by:

Commercial Loan in the name of Andrew Batalis

LEGAL DESCRIPTION OF COLLATERAL

A part of the Southwest ½ of the Northeast ¼ 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 ¼ of the Northeast ¼ 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 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