

Return to: Bank of Indiana, N.A. Attn: Sherril
Commercial Loan Dept.
1000 E. 80th Place
Merrillville, IN 46410

LAWYERS TITLE INS. CORP.
7895 BROADWAY
MERRILLVILLE IN 46410

REAL ESTATE MORTGAGE

659154

THIS INDENTURE WITNESSETH, that T & A Enterprises a general partnership
15 Main St. Hobart, In 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:

Lot 4 in Palm Gardens Unit 1 in the city of Hobart
Plat Book 40 page 119 as recorded in Recorders Office
of Lake County, Indiana.
AKA: 228 Rush Court
Hobart, Ind 46342

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 January 29, 1982 in the amount of (\$5,000.00*)
**FIVE THOUSAND DOLLARS with a final payment due and payable on August 2, 1982
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.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
FEB 16 9 41 AM '82
WILLIAM B. BROWN
RECORDER

Handwritten initials

