Return to Bank of Indiana, N. A. P.O. Box 8030
Merrillville, Ind 464)

671249

REAL ESTATE MORTGAGE

THIS	INDENTURE	WITNESSET	H, that Fi	rst Nationa	1 Bank of	Valpara	iso, as	Trustee u	nder a
Trust	Agreement	dated Jul	y 22, 19 <mark>81</mark>	and known	as Trust	No. 2495			_
of	Porter	Coun	ty, State	of Indiana,	whether	one or	more her	ein calle	d
Morts	gagor, MOR'	IGAGES AND	WARRANTS	TO Bank of	Indiana,	Nationa	1 Associ	ation	
with	an office	located a	t 1000 Ea	st 80th Pla	ce, Merri	llville,	Indiana	46410	_
herea	after calle	ed the Mor	tgagee, th	e following	describe	d real e	state in	Lake	_
Count	y, State	of Indiana	, to-wit:						

Lot 82, Lakes of the Four Seasons, Unit #1, as shown in Plat Book 37, page 63, in the Recorder's Office of Lake County, Indiana.

a/k/a 1042 Lakeshore Drive, Crown Point, Indiana 46307

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 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:

- 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 maid 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 wi (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, whichevergis 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.

50

- 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 to long as the following the mortgage 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 the Real Estate mortgaged hereby is free, clear, and unencum	bered							
except as to (a) real estate taxes not yet due. (b) usual easements, covenants								
and restrictions of record, (c) Real Estate Mortgage dated								
from Mortgagor to								
in the original amount of	· · · · · · · · · · · · · · · · · · ·							
which mortgage is not in default and has an unpaid balance of \$2 (d) Other	A CAN THE COLUMN TO							

- 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 Mortgager 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 sl	her shall include the plural, the plural hall include all genders.
Attest: (Solya) B. Hagel	executed by the Mortgagor on this 21st First National Bank of Valparaiso, as Trustee under Trust Agreement dated July 22, 1981 and Known as Trust No. 2495
By: Ass't Trust Officer ACKNOWLEDGMENT BY INDIVIDUA	By: Robert P. Brown Vice Pres. LTr. Of
STATE OF INDIANA) COUNTY OF Porter) SS:	D ON THATHDILL MONIGAGOR
Before me, Janice E. Osenga and State, on this 21st day of May Robert P. Brown, a Vice President First National Bank, Valparaiso	, a Notary Public in and for said County , A.D., 19 82 , personally appeared and Trust Officer representing
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	be the person(s) who the (are) described, and acknowledged the same to be the sam
My commission expires: 12/27/85 Resident of Porter County	Notary Public Janice E. Osença
This Instrument prepared by: Karen Hrapcak	