P O Box 8030 Merrillville, Ind 46410

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REAL ESTATE MORTGAGE ・ ガー /214 クケーロ

THIS	INDENTU	RE WITNE	SSETH,	that		Johnnie	and	Virg	inia W	illia	ams,	Husb	and &	
	Wife													
of _	La	ake	County,	State	of	Indian	a, w	hether	one	or m	ore l	nere	in cal	led
		ORTGAGES									cs of	Ame	rica,	Inc.
with	an offi	ce locat	ed at _	133 W.	Ri	dge Roa	d, C	ary,	Indian	ıa				
		lled the									tate	in	Lake	
Count	y, Stat	e of Ind	iana, t	o-wit:				,				•		
											_			

Legal description: All of Lot 35, Block 14 in C. T. L. and I. Company's sixth subdivision in the City of Gary, Lake County, Indiana.

Commonly known as: 2153 Madison Street Gary, Indiana

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 May 28, 19 82 in the amount of Twenty thousand one hundred, sixty dollars and 72/100 (\$20.160.72) with a final payment due and payable on May 28, 1988 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:

- It 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 Feal estate, whichever is smaller, and to be payable to the Mortgagee as its interest may poper; (d) Mortgagor will deliver the policy or a certificate evidencing said insura BCe-To the Mortgagee and will allow Mortgagee possession of the same, and a Mortgage collect the proceeds of any insurance.

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- 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 Mortgages. bear interest at the rate of interest set forth in the indebtedness.
- 4. The Mortgages 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, renewel 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) real estate taxes not yet due, (b) usual and restrictions of record, (c) Real Estate Mortgage dated from Mortgagor toN/A	d N/A	
in the original amount of N/A which mortgage is not in default and has an unpaid balance (d) Other N/A	e of \$ N/A	
6. In the event this mortgage is subject to a mortga above, or any other mortgage or encumbrance and that prior in default or is foreclosed upon, or in the event Mortgage	r mortgage or encumbra	ince is

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.

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

IN WITNESS WHEREOF this Mortgage has been executed by the Mortgagor on this ____28th day of May Johnnie Williams <u>Virqinia Williams</u> ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP MORTGAGOR STATE OF INDIANA SS: COUNTY OF ___LAKE

Before me, Allan Fefferman a Notary Public in and for said County ...May and State, on this 28th day of . A.D., 19 82, personally appeared Johnnie and Virginia Williams, Husband & Wife

personally known to me, and known to me to be the person(s) who (is) in and who executed the foregoing mortesee, and acknowle

mission expires:

Allan Fefferman, Res. of Lake Co.

Allan Fefferman, Res. of Lake Co.

ASSIGNMENT OF MORTGAGE

FOR VWINE RECEIVED, the annexed mortgage toFirst Metropolitan Builders of America; Inc. Shirton ishrecorded in the office of the Recorder of Lake County, Indiana, is hereby Lassigned and transferred to Bank of Indiana, National Association, without recourse upon the mortgage.

Withess the name and seal of said mortgagee, this 28th day of FERST METROPOLITAN BUILDERS OF AMERICA, INC. Alley Fifteenan

Allan Fefferman, President