41-58-00/11

## **REAL ESTATE MORTGAGE**

Chesterton State

THI	S INDENTURE	WITNESSETH, That	Billie	L. Holtz and Shi	rley Holtz, hu	sband and wife
of	Lake	County, in the	State of	Indiana		hereinafter called
the	mortgagors, MO	RTGAGE AND WARRANT	TO:	CHESTERTON STAT	E BANK,	
	j	1109 Broadway, Ches	sterton, ]	Indiana 46304		
of P	orter County, Ind	diana, hereinafter called the	mortgagee, th	ne following described rea	l estate in <u>Lake</u>	County, Indiana, to-wit:
	rec	109 in Stendahl's orded in Plat Book nty, Indiana.	Wood-Dale 31, page	Addition to Hob 16 in the Office	art, as per pl of the Record	at thereof E er of Lake
	Com	nonly known as: 40	00 Liberty	, St., Hobart, In	diana 46342	JUN 22 11 05 AM OF RECORDER
toge rent	ther with all of t s, issues and pro	he rights, privileges, appurt fits thereof.	enances and i	mprovements thereunto	appertaining and belo	onging and together with the
inte	ting indebtednes nded by the mor	s and liabilities of the morts	gagors, or eith is mortgage a	ner of them, in favor of the nd which notes, on the fa	he mortgagee and of a ace thereof, specifically	ors, or either of them, and all any and all promissory notes by refer to this mortgage and (3)
date cont	executed by the ingent liabilities	mortgagors, or either of the	em, in favor o of them, conc	f the mortgagee and to se urrently or hereafter incu	or ecure any and all other erred by the mortgago	r indebtedness and direct or rs, or either of them, in favor
such mort	i sum, or sums, o tgagee shall fix a	nd approve, provided such l	, or either of t oans are in ac	hem, may request, upon a cordance with sound bank	such terms as to mat king practices and exi	three (3)  urity and interest rate as the sting laws and regulations of and provided further that the
	s (fi			access of		
toțal	l principal debt o	utstanding hereunder shall i	not exceed \$	\$6674.04	at any one time	<b>.</b>
Who	enever requested	l, mortgagors agree to furnis	sh mortgagee v	with a current, certified, a	accurate and complete	financial statement.
or in the p exec the r any i faith the r	s, advanced by the part and thereal payment of any a cuted according the mortgagee. In the indebtedness or afully perform an mortgagee; and the cute of the cute o	he mortgagee as aforesaid, a fter subsequent and further and all of such advances and o the terms hereof, along w he event the whole or any pa- liability secured hereby is no y one of their covenants here	and it is expres advances may I notes and an ith any and all rt of any one co t paid or disclein contained, ediately due a	ssly agreed that any note, be made and new notes e y and all renewals and ext other indebtedness and/of the notes secured heretharged when due, or in the then all notes and debts and payable and, thereupon	or notes, executed he executed and this mort extensions thereof, and for liability of the more by or any interest ther e event the mortgagor and liabilities hereby s	abilities and for any sum, or reunder may be paid in whole gage shall at all times secure any and all additional notes tgagors, or either of them, to eon is not paid at maturity or s breach or fail to promptly or secured shall, at the option of be immediately foreclosed for
liabi	mortgagors agre litics or notes he out suit.	ee to pay all reasonable atto ereby secured or incurred b	orney's fees a by the mortgag	nd other expenses of the gee in protecting or enfor	mortgagee for the corcing the security of t	llection of any indebtedness, his mortgage, either with or
(1) T	To pay the note,	S FURTHER EXPRESSLY and or notes, and the debts and ding to the terms of said not	liabilities seco			e, and to pay all interest and
as the there	he same become eof, shall be due	due and payable and withing and payable, to furnish are nortgagee may pay the same	n ten (10) day id exhibit to t	ys after any of such taxes he Cashier of the mortga	s, assessments or imp igee valid receipts evi	nd the improvements thereon ositions, or any installments dencing such payments and, art of the debt secured by and

(3) To keep all buildings and improvements now on or hereafter erected upon said real estate and all equipment attached thereto insured against loss or damage by fire, lightning, windstorm, tornado, cyclone and hail and war damage in some responsible insurance company satisfactory to the mortgagee and in no event less than the full debt from time to time secured by this mortgage, with proper and sufficient mortgage or loss payable clauses upon each of the policies of such insurance in form satisfactory to the mortgagee, payable to the mortgagee as its interests may appear under this mortgage and the note, or notes, secured hereby, and to deliver to and leave in the possession of the mortgagee any and all such policies of insurance as issued, with receipts showing the payment of the full premium, or premiums, on such policies, and, failing so to do, the mortgagee may procure and pay for such insurance and the amounts so paid shall become a part of the debt secured by and collectible under this mortgage;

(4) That the abstract of title, or title policy, covering the real estate herein mortgaged shall be the absolute property of the mortgagee until the debt secured by this mortgage is paid in full and that at any time it sees fit, the mortgagee may procure and pay for a continuation, or continuations, of such abstract, or a later date title policy, or policies, and any amount, or amounts, so expended by the mortgagee for such purpose shall become a part of the debt secured by and collectible under this mortgage;

- (6) That the mortgagee may at its option pay the whole or any part of any lien upon said real estate, improvements, equipment, appliances or fixtures, whether such lien, or liens be prior and senior or subsequent and junior to the lien of this mortgage and that any amounts so paid by the mortgagee for any of such purposes shall become a part of the debt secured by and collectible under this mortgage;
- (7) That the mortgagors shall not sell, mortgage, convey or dispose of any of the security covered by this mortgage without the written consent of the mortgagee;
- (8) That, in the event the premises herein mortgaged or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the mortgage to apply upon any debt which may be secured by this mortgage and that any amounts paid under any insurance policy, or policies, for any loss or damage on or to the security hereby mortgaged shall be paid directly to the mortgagee and applied by the mortgagee first to the payment of the balance remaining unpaid on any note or debt secured by this mortgage, the balance; if any, to be paid to the mortgagors or their successors in interest, and that the mortgagee is hereby irrevocably authorized for and on behalf of the mortgagors or their successors to receive and receipt for any such monies under any insurance policy, or policies, covering loss or damage to the security herein mortgaged, and for any award for any of said real estate taken under right of eminent domain;
- (9) That upon the filing of any complaint to foreclose this mortgage, the mortgagee shall be entitled to have a receiver appointed by the court to take possession of the security herein mortgaged and to collect the rents, issues and profits of and from said security and to hold the same, subject to the orders of said court or the Judge thereof, for the benefit of the mortgagee, pending the final decree in such foreclosure proceeding or pending the sale of said security pursuant to such decree and such receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness secured by this mortgage;
- (10) That the mortgagors will not suffer, permit or commit any waste or commit any act which would impair or depreciate the value of the security herein mortgaged, and that said mortgagors will keep the buildings, improvements, equipment, appliances and fixtures now located upon or hereafter erected or placed upon the above described real estate in a good condition and state of repair at all times;
- (11) That, in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in any person, or persons, other than the mortgagors, the mortgagee may, without notice to the mortgagors, deal with such successor, or successors, in interest with reference to this mortgage and the debt hereby secured in the same manner as with the mortgagors, without in any way vitiating or discharging the mortgagors' liability hereunder, or upon the debt hereby secured, and the mortgagee may, in such event, extend the time for the payment of said indebtedness or the performance of any or all of the covenants hereof, or reduce the payments to be made upon such indebtedness, and any such extension, or reduction, shall not release the mortgagors from their liability under said note and this mortgage;
- (12) To pay any and all mechanic's laborer's, or materialmen's liens, which may be or may become a lien upon the real estate herein described; also, to pay any prior liens or encumbrances which may at the time this mortgage is executed be a lien upon said premises, and to pay any and all outstanding claims lessening the legal or equitable interest and title of the mortgagors in and to said premises;
- (13) To pay, in case of the mortgagee's placing this mortgage and/or the note, or notes, hereby secured in the hands of an attorney for collection, or in case of any legal proceedings wherein the mortgagee herein should be required to defend or protect its rights, interest or lien under this mortgage and the debt secured hereby, all reasonable attorney's fees, expenses and costs incidental thereto, and upon failure of the mortgagors to pay the same, the mortgagee may do so and the same shall, thereupon, become and be a part of the debt secured by this mortgage; also, in case of the foreclosure of this mortgage, to pay reasonable attorney's fees for such foreclosure and services incidental thereto.

Upon the written request of the mortgagors made at any time when all notes, debts and liabilities hereby secured are paid in full, the mortgagee agrees to release this mortgage.

IN WITNESS WHEREOF, said mortgagors have hereunto set their hands and seals this	3rd d	lay of Jun	<b>e</b>	, 19 82	10 P
Belle Holtz (SEAL) Shile	z, 14	1 00	rloy H	i.	SEAL)
STATE OF INDIANA, COUNTY OF PORTER, SS:			,		
Before me, the undersigned, a notary public in and for the aforesaid county and state this personally appeared	3rd	day ofJu	ne	ÿ <sub>9</sub> 82	1111
Billie L. Holtz and Shirley Holtz, husband	and	wife "			
and acknowledge the execution of the foregoing mortgage.		75.5.		100.00	
WITNESS my hand and notarial seal.			a Maria	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	gial Lights
February 6, 1984	j Per	06	7	و المالية	
My commission expires Phyllis R.	Camp	beilig Publi	c /48.	of Lak	e Co.
This instrument prepared by: George M. Bodnar, AVP					•
	. 11	1	1 -0	1	<b> </b>

		ORTGAGE														7		d in Mortgage Record			rder of Porter County
		STATE M							. :	Α.			J .	. 5		RECORD	3 <b>4.</b>	and recorded in	. Page	، الانتجا	Reco
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