Bank of Indiana, NA 1000 E. 80th Place Merrillville, IN 46410

August 11, 1982

677598

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that Donald R. Ready and Carrie M. Ready, husband and wife 247 Crestview Lane, Crown Point, Indiana 46307

of Lake County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO Bank of Indiana, N.A. with an office located at 1000 E. 80th Pl. Merrillville, Indiana 46410 hereafter called the Mortgagee, the following described real estate in LAKE County, State of Indiana, to-wit:

The Westerly 62.13 feet of the Easterly 89.13 feet of Lot 1 in Crestview Estates, in the City of Crown Point, as per plat thereof, recorded in Plat Book 30 page 67, in the Office of the Recorder of Lake County, Indiana, as amended by certificate of correction recorded in Miscellaneous Record 637 page 468, in Lake County, Indiana.

AKA: 247 Crestview Lane, 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 and hereditaments thereof.

This mortgage is given to secure the payment of Mortgagors Promissory Note payable to the Mortgagee dated August 5, 19 82 in the amount of

Eighteen Thousand Two Hundred Seventy Five and 40/100 (\$ 18,275.40)

with a final payment due and payable on August 15, 1987 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 correct or in the performance of any of the Mortgagor's covenants set forth in the 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 enditors, 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.

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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 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.

5. That the Real Estate mortgaged hereby is free, clear, and unencumbered
except as to (a) real estate taxes not yet due, (b) usual easements, covenants
and restrictions of record, (c) Real Estate Mortgage dated June 15, 1981
from Mortgagor to Citizens Federal Savings and Loan Assoc. Crown Point, In.
in the original amount of Thirty One Thousand & 00/00
which mortgage is not in default and has an unpaid balance of \$ 30,000.00
(d): Other
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- 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.

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IN WITNESS WHEREOF this Mortgage has been executed by the Moday of August 19 82	ortgagor on this 5th
day of August , 19 82.	1020
Louis a Carrier of the Carrier of th	n Ready
ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP N	eady MORTGAGOR
STATE OF INDIANA) COUNTY OF Lake)	
Before me, Marie L. Lafferty , a Notary Publi and State, on this <u>5th</u> day of <u>August</u> , A.D., 1 Donald R. Ready and Carrie M. Ready, husband and w	y 82 • personally appeared
personally known to me, and known to me to be the person(s) in and who executed the foregoing mortgage, and acknowledged (their) voluntary act and deed for the uses and purposes the WITNESS my hand and official seal My commission expires: October 8, 1982	the same to be (his) erein set forth.
Resident-Porter County Notary P This Instrument prepared by: C.E. Thorne, Vice President	Alic Marie L. Lafferty