

Aug. 18, 1982

Return to: Bank of Indiana, N. A.
P. O. Box 8030
Merrillville, Ind 46410

078394

REAL ESTATE MORTGAGE

0121812 - 8

THIS INDENTURE WITNESSETH, that Benny A. Fauver and Freida G. Fauver, husband and wife

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, IN 46410 hereafter called the Mortgagee, the following described real estate in Lake County, State of Indiana, to-wit:

The South 13 feet of Lot 13 and North 33 feet of Lot 14 in Block 1 in Hobart Lake Shore Subdivision, in the City of Hobart, as per plat there recorded in Plat Book 21 page 9, in the Office of the Recorder of Lake County, Indiana AKA: 189 South Colorado St. Hobart, IN 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.

STATE OF INDIANA
ELAM COUNTY
FILED FOR RECORD
AUG 20 10 43 AM 1982
WILLIAM BILLES
RECORDER

This mortgage is given to secure the payment of Mortgagors Promissory Note payable to the Mortgagee dated August 6, 19 82 in the amount of Ten Thousand Nine Hundred Twenty Six and 72/100 (\$ 10,926.72)

with a final payment due and payable on August 6, 1986 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 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.

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