Aug. 18, 1982

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

678394

REAL ESTATE MORTGAGE

0121612 -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 attiched, 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.

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 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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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 7-31-75			
from Mortgagor to Loomis & Nettleton			
in the original amount of \$20,250.00**			
which mortgage is not in default and has an unpaid balance of \$ 18,000.00**			
(d) Other			

- 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.

IN WITNESS WHEREOF this Mortgage has been executed ay of August, 19 82. Benny A. Fauver	red by the Mortgagor on this 6th Taurer Freida G. Fauver
ACKNOWLEDGMENT BY INDIVIDUAL OR F	PARTHER MODTOACOD
STATE OF INDIANA) COUNTY OF Lake)	ARTHERSHIF HORIGAGOR
Before me, Marie L. Lafferty , a and State; on this 6th day of August Benny A. Fauver and Freida G.	, A.D., 19 <u>82</u> , personally appeared
personally known to me, and known to me to be the invand who executed the foregoing mortgage, and (their) voluntary act and deed for the uses and witness my hand and official seal My commission expires:	acknowledged the same to be (his)

Carl E. Thorne - Vice Pres.

strument prepared by: