AUG.18, 1982

P.O. BOW 8030

MERRILLVILLE, IND 46410

REAL ESTATE MORTGAGE

## 0121813 \_6

THIS INDENTURE WITNESSETH, that Kenneth W. Goodman and Roberta S. Goodman
Husband and Wife
of <u>Life</u> 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 Place, Merrillville, IN 46410
hereafter called the Mortgagee, the following described real estate in
County, State of Indiana, to-wit: Part of the Northwest 4 of the Northwest 4 of Section 27. Township 35 North, Range 9 West of the 2nd P.M., described as follows Beginning at a point on the North line thereof, which is 533.44 feet West of the Northeast corner of said tract and running thence South 661.30 feet, more or less, to the South line of the North 2 of said Northwest 4 at a point which is 533.20 feet West of the Southeast corner of said North 2 of the Northwest 4:
thence West 66.65 feet; thence North 661.30 feet more or less to the North line
of the Northwest 4 of the Northwest 4: thence East 66.68 feet to the point of beginning tin 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

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.

- 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 Mortgager 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 1966 from Mortgagor to Lake Federal Savings and Loan Association in the original amount of Twenty Four Thousand dollars which mortgage is not in default and has an unpaid balance of \$ 6,000.00 , (d) Other Real Estate Mortgage dated July 27, 1979 from Mortgagor to Bank Of Indiana N.A. for the original amount of \$ 12.553.92 and which has an unpaid balance of \$7,846.20 .
- 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.

the singular, and the use of any gender	shall include all genders.	المراد والحبير
IN WITNESS WHEREOF this Mortgage has bee day of August, 1982.	So Leta de Son	don as
(Kenneth W./ Goodman	Roberta S. Goodman.	
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ACKNOWLEDGMENT BY INDIVID	UAL OR PARTNERSHIP MORTGAGOR	i . V. V.
STATE OF INDIANA ) ) SS:		
COUNTY OF Lake		Series (a. 1876) Series (a. 1876)
Before me, Seraelere a. Amuto and State, on this // Ch day of Classes Kenneth W. Goodman and Rol		
husband and wife		
personally known to me, and known to me in and who executed the foregoing mortga (their) voluntary act and deed for the u WITNESS my hand and official seal  My commission expires:  Marente, 12, 1983	ge, and acknowledged the same to be sees and purposes therein set forth.	e (his)
This Instrument prepared by:		Lake County, Ind.