Return to:

Bank of Indiana, N.A. Attn:
Commercial Loan Dept. Sherril
1000 E. 80th Place
Merrillville, IN 46410
Poc 4f 13-398676
H-0-0004003

CS2447

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that ALBERT J. VOLK and HELEN VOLK, husband and wife

of Lake County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO BANK OF INDIANA, NATIONAL ASSOCIATION with an office located at 1000 East 80th Place, Merrillville, Indiana 46410 hereafter called the Mortgagee, the following described real estate in Lake

County, State of Indiana, to-wit: Part of the North 7 acres of the East Half of the East Half of the Northeast Quarter of Section 29, Township 36 North, Range 7 West of the 2nd P.M., in the City of Hobart, Lake County, Indiana, described as follows: Beginning at a point 35 feet West of the Southeast corner of said 7 acre tract; thence North parallel to the East line thereof 135 feet; thence West parallel to the South line thereof 135 feet; thence South parallel to the East line thereof 135 feet; thence East parallel to the South line thereof 135 feet, to the place of beginning. commonly known as 664 N. Hobart Road, Hobart, Indiana 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.

The Mortgagor for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees with said Mortgagee, its successors and assigns assigns covenants.

- 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.

INSURANCE COMPANY

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 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) rear estate taxes not vet due (b) usual aggregate
and reprirections of tecord (c) Roof Ectato Mantages 3-4-1 Toris 4 40-4
first rederal Savings and Logn Association of Ct.
in the diginal amount of 900,000.00
which mortgage is not in default and has an unpaid balance of \$ (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.

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IN WITNESS WHEREOF this Mortgage has been day of September , 1982.	executed by the Mortgagor on this 22nd
albert Wall	Helen Volk
Albert J. Volk	Helen Volk
STATE OF INDIANA )  COUNTY OF LAKE )  SS:	L OR PARTNERSHIP MORTGAGOR
Before me, Sherril J. Tokarski and State, on this 22nd day of September Albert J. Volk and Helen Volk, husba	, a Notary Public in and for said County , A.D., 19 82 , personally appeare nd and wife,
personally known to me, and known to me to	he the paragraph (a) at the transfer of the tr

in and who executed the foregoing mortgage, and acknowledged the same to be their) voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal

My commission expires:

July 25, 1986

Resident of Porter County, Indiana

Sherril J. Tokarski

This Instrument prepared by: David A. Tonk, an Officer of Bank of Indiana, N.A.

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