OCT 21, 1982

RETURN TO:

BANK OF INDIANA, N.A. P.O. BOX 8030 MERRILLVILLE, IND 46410

685080

REAL ESTATE MORTGAGE 0122185 -4

THIS INDENTURE WITNESSETH, that Luther E. Daugherty and Beverly J. Daugherty
Husband and Wife

of <u>Lake</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 East 80th Place, Merrillville, Indiana 46410 hereafter called the Mortgagee, the following described real estate in <u>Lake</u> County, State of Indiana, to-wit:

See Exhibit A for full legal description.

A/K/A: 23322 Shelby Road, Shelby, Indiana 46377 and 204 North Viant Street, Lowell, Indiana 46356

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 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.
- 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 sfire 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 coverates 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 July 22, 1977 from Mortgagor to Bank of Indiana, National Association in the original amount of Sixty thousand dollars and 00/100-----which mortgage is not in default and has an unpaid balance of \$54,000.00***** (d) Other Mortgage dated February 10, 1966 to Gary National Bank; assigned to First Federal Savings & Loan, original amount of \$15,400.00, unpaid balance of \$10,000.00.
- 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 e	xecuted by the Mortgagor on this 11th
day of October , 1982 .	
Luther E. Daugherty	Beneily Paus heeter
Luther E. Daugherty	Beverly & Daugherty
Alexander and the second secon	्राच्या विकास के कार के का विकास के कार
ACKNOWLEDGMENT BY INDIVIDUAL	OR PARTNERSHIP MORTGAGOR
STATE OF INDIANA)	
COUNTY OF Lake) SS:	
Before me, FANNIE M. GRAY and State, on this 11th day of October	_, a Notary Public in and for said County
Luther E. Daugherty and Beve	erly J. Daugherty
	in the second
personally known to me, and known to me to to in and who executed the foregoing mortgage, (their) voluntary act and deed for the uses WITNESS my hand and official seal	and acknowledged the same to he (hig)
My commission expires:	Danne M. Green
	Notary Public

This Instrument prepared by: M. Lewis, Adjustment Department

Exhibit A

A part of Lot 2, Block 13, Village of Shelby, as shown in Plat Book 2, Page 7, in Lake County, Indiana, described as follows: Commencing at the Southeast corner of Lot 2; thence North along the East line of said Lot 2, a distance of 43.95 feet; thence Westerly a distance of 175 feet, more or less, to a point on the East line of Lot 2, which point is 43.5 feet North of the Southwest corner of Lot 2; thence South on the West line of Lot 2, a distance of 43.5 feet to the Southwest corner of Lot 2; thence East on the South line of Lot 2, a distance of 175 feet to the place of beginning.

A/K/A: 23322 Shelby Road, Shelby, Indiana 46377

Lots 8, 9 and 10, Block 1, Viant's Addition to Lowell, as shown in Plat Book 4, Page 14, Lake County, Indiana.

A/K/A: 204 North Viant Street, Lowell, Indiana 46356