

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 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 East 80th Place, Merrillville, Indiana 46410
hereafter called the Mortgagee, the following described real estate in Lake
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.

This mortgage is given to secure the payment of Mortgagors Promissory Note payable
to the Mortgagee dated October 11, 19 82 in the amount of Seventy-two
thousand, three hundred ninety dollars and 00/100 (\$72,390.00)
with a final payment due and payable on October 10, 1987 together with
interest and any extensions or renewals thereof and likewise to secure the perform-
ance 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.

STATE OF INDIANA, S. NO
LAKE COUNTY
FILED FOR RECORDING
OCT 25 10 35 AM '82
WILLIAM BIELSKY, JR.
RECORDER

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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