Form PCA 458-\$ (Rev. 4-80) (INDIANA)

Bay 3/2

## **REAL ESTATE MORTGAGE**

Valpo

691154

THISسر	MORTGAGE made	this 29th	day of <u>Nov</u>	ember		19 <u>82</u> , by and between
Par	ıl E. Patchett	and Powerly	I Databatt	(also knorm	oc Joan Bata	Not th
	sband and wife		J. Patenett	(arso known a	is Jean Pate	nect),
						<u> </u>
	jointly and severally					<u></u>
		4 T 1 T	and	arorte	Produc	ction Credit Association
considerati Mortgagee, and crops coal, oil ar situated in County, St he West f the Notes cribed hence Scearing I earing I ownship aid Soutage 32, age 499, ndiana.	on, the receipt and the following describereon or hereaftered gas and all right Cedar Crate of Indiana (some 44 Acres off ortheast Quarth as follows: buth 80 rods; East along dit North along sa 32 North, Rancheast Quarter and except the (East 42 rods) age is made to secur	I sufficiency of whited real estate, to rerected thereon, is therein including the West end that Commencing thence West ech 67 1/4 road ditch 46 age 9 West of the North e parcel of is of the Soule the payment with ethe payment with the payment	hich being hereby a begether with its rent and all rights, appuring mineral and oil a mineral and the Sat the Northe 66 rods to the cen 1/2 rods to the the 2nd Princheast Quarter land conveyed atheast Quarte hout relief from value.	cknowledged, doe s, issues and profit tenances, privilege and gas leases, time white, white, wing describe outhwest Quarant corner of the place of the place of to Warren Wing the North wasted to the North wasted and appraise the place of the North wasted to the North wasted and appraise the state of the North wasted and the North wasted and the state of the North wasted and the North wasted	s MORTGAGE as and all buildings s, interests, easen ber and hereditar Lake  ed tract; The rter of the f said Quart Stanton ditch; beginning, as an, except to John Anders. Dickinson theast Quart ementlaws,	under an act of Congress LAR and other valuable and WARRANT unto the c, improvements, fixtures ments, minerals, including ments thereto belonging,  de Southeast Quarter Northeast Quarter er Quarter Sections thence North thence East all in Section 14, whe North 2 rods of in Deed Record 45, er), in Lake County
IRST,	·····			Eighty Thous	sand and no/	100
	100,000,00					dollars
	following described beginning date of sa	A Promissory note	(a) executed by the	anced, or has obli aforenamed perso	gated itself to ad n(s) and bearing i	vance, evidenced by the nterest from the interest
	Principal Amount	Date of Note	When Due	Principal Amount	Date of Note	When Due
	\$180,000.00	11/29/82	11/29/83			38. 17.030
Fogether w SECOND,	make under provi evidenced; and	ment of all unpai sions of notes se	d balances of any a ecured hereby, to 1	he aforenamed p	erson, no matter	hich the Mortgages may, how the same may be
THIRD,	the aforenamed per	rson, Mortgagor or	r his successor in titl	e, no matter how s	uch loans may be	
ttorney's	cases the secured fee. The parties here ee to the aforename lundred Thousa	eto agree and intened person(s) not to	nd that this Mortgago exceed the maximum 0	shall secure unpa um amount outstar	id balances of any nding at any one t	
of interest	thereon. If the unp	aid balance at any	y time exceeds such	lars (\$ 500,000 amount, then this	00 ) in the Mortgage shall s	e aggregate and exclusive ecure that portion of the
	gor further covenan			ollows:		
1. NO	LIENS OR ASSE	SSMENTS, Not			ner than current	taxes not delinquent to
ncumber t 2. IN	he Mortgaged Premi SURANCE. To ma	ses. aintain insurance	on all buildings an	d other improven	nents on the Mo	rtgaged Premises against

2. INSURANCE. To maintain insurance on all buildings and other improvements on the Mortgaged Premises against damage by fire, windstorm or other normal risks under extended coverage in companies and amounts satisfactory to Mortgagee. All policies evidencing such insurance shall have attached thereto standard Mortgagee riders making such insurance payable to Mortgagee as its interest may appear, and shall provide for at least ten (10) days' prior written notice of cancellation or material change in coverage to Mortgagee. All such policies or appropriate certificates, at Mortgagee's request, shall be deposited with

Mortgagee.

3. MAINTENANCE, WASTE, USE, ALTERATIONS AND ENCUMBERED PERSONALTY To keep all buildings, fences and other improvements on the Mortgaged Premises in as good repair and condition as the same are in at this date, and to promptly, repair, rebuild or restore any part damaged or destroyed and to permit no waste, and especially no cutting of timber or removal of oil, gas, coal or other minerals except for the actual needs of the property. Mortgagor shall not make or permit, without Mortgagee's written consent (A) any use of the Mortgaged Premises for any purpose other than that for which the same is now used or as identified to Mortgagee as intended to be used; (B) any substantial alterations of the buildings, improvements, fixtures, apparatus, machinery, and equipment now or hereafter erected or located upon the said premises; (C) any purchase, lease or agreement under which title is reserved in the vendor respecting any fixtures, apparatus, machinery equipment, or personal property to be placed in or upon any of the buildings or improvements on the Mortgaged Premises unless any such interest is subordinated to the lien of this Mortgage, and Mortgagor shall execute and deliver, from time to time, such further instruments as may reasonably be requested by Mortgagee in order to confirm the priority of this mortgage lien.

4. APPOINTMENT OF RECEIVER. Mortgagor acknowledges the propriety of, and consents to, the appointment of a receiver for the Mortgaged Premises upon seven days' notice in the event that any action is commenced involving the

Mortgaged Premises or to foreclose this Mortgage.

λ 65 5. <u>CONDEMNATION</u>. In the event of a public taking or condemnation respecting any part of the Mortgaged Premises by proper authority, any damages paid or award allowed shall, at the option of the Mortgagee, be applied first toward the satisfaction of the Mortgage.

6. <u>ADVANCEMENTS BY MORTGAGEE</u>. Mortgagee may, at its option, advance and pay all sums necessary to protect and preserve the Mortgaged Premises. All sums so advanced by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the default rate provided in the notes secured hereby. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be, or become prior and senior to this Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorneys' fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or to the Mortgaged Premises.

EVENTS OF DEFAULT AND ACCELERATION. Time is of the essence of this agreement. The occurrence of any of the following shall constitute a default under this Mortgage.

A. Nonpayment or nonperformance of any of the obligations secured hereby or of any covenant under this Mortgage.

B. Any warranty, representation or statement made or furnished to Mortgagee by, or on behalf of, Mortgagor in connection with this Mortgage or to induce Mortgagee to make any loan, advancement or other extension of credit to Mortgagor which is untrue or misleading in any material respect as of the date when made or furnished.

C. Any substantial uninsured loss, theft, damage or destruction of the Mortgaged Premises, or the making of any levy, seizure or attachment against it.

D. The death, dissolution or termination of existence of Mortgagor (except a technical dissolution which is cured within 30 days); or the insolvency or business failure of Mortgagor; or the admission by Mortgagor in writing of an inability to pay debts as they become due; or the appointment of a receiver or trustee for any part of the property of Mortgagor; or an assignment for the benefit of Mortgagor's creditors; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Mortgagor or against any guarantor or surety for Mortgagor or any part of the obligations, secured hereby, or if the Mortgagor shall abandon the Mortgaged Premises.

E. Default by Mortgagor in the payment of any indebtedness of Mortgagor for borrowed money, other than any of the obligations secured hereby or the acceleration of the maturity date of any such indebtedness of Mortgagor.

F. Mortgagee's reasonably deeming any of the obligations secured hereby to be insecure for any other reason.

Upon any detault the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this Mortgage may be foreclosed accordingly. Upon such default and acceleration the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

NONWAIVER; REMEDIES. Delay by the Mortgagee in the exercise of any of its rights hereunder shall not preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of its rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

IN GENERAL. The Mortgagee may extend the time for payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor without consent of any junior lienholder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect 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. The titles of the paragraphs in this instrument are for convenience only, and do not limit the contents of such paragraphs. All rights and obligations hereunder shall extend to, and be binding upon, the several heirs, representatives, successors and assigns of the parties to this Mortgage. When applicable, use of the singular form of any word shall mean or apply to the plural, and masculine form shall mean and apply to the feminine or the neuter.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage as of the day and year first above written.

D. 3 8 361354		Burener	· D.	19515	3-0-3	
Paul E. Patchett			· · · · · · · · · · · · · · · · · · ·			
A STATE OF THE STA						
A Charles						
- X-4						
STATE OF INDIANA						
COUNTY OF Lake	SS:					
Before me the undersigned, a Notary Pub Paul E. Patchett and Beverly	lic in and for said S J. Patchett	tate and County, this (also known as	day perso Jean Pa	nally appea atchett)	ired	eduad the
execution of the foregoing mortgage.				,	WIIO ackilowi	cagea the
WITNESS my hand and seal this 2	lst day of_	December			, , 1	9 82
	residence:	Kathy L. Lit	J. Li	t-the		
5-14-85 Lake	2	Kathy L. Lit	tle ) N	otary Publi	С	
	(FOR INDI					
STATE OF INDIANA		, , ,				
•	SS:					
Before me the undersigned, a Notary Publ	lig in and for said S	late and County this	day parca	nally appea	rad	
perore the the undersigned, a Notary Publ						
execution of the foregoing mortgage.				, \	wno acknowi	eagea the
WITNESS my hand and seal this	day of				. 1	9 .
	•					
My commission expires: County of	residence:	<del>7</del>	\ A1.	otary Publi		
			) IN	otary Publi	···	
RECEIVED FOR RECORD ON THE	day of		10	at	Oʻclock	M
and RECORDED	in MC	HTGAGE BOOK			····	rage
	County	Recorder				