#399581

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Please return to: Pol. 39581 (A) 0-0004003

REAL ESTATE MORTGAGE

Bank of Indiana, N.A P.O. Box 8200 Commercial Loan Dept. Merrillville, Indiana Attn: Debbie Hall

Michael Galich and Yvonne B. Galich, THIS INDENTURE WITNESSETH, that 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, National Association with an office located at 1000 East Soth Place, Merrillville, Indiana 46410 hereafter called the Mortgagee, the following described real estate in County, State of Indiana, to-wit:

See attached Schedule "A" for legal description

Lake/Porter

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 (a) the payments of Mortgagors Promissory Note payable to the Mortgagee dated <u>Docember 20</u>, 19 82 in the amount of <u>Two hundred</u> <u>Twenty-Three thousand and no/100------(\$ 223,000.00</u>) interest and any extensions or renewals thereof and likewise to secure the performance 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 (b) likewise to secure any and all future indebtedness (except loans subject to the Federal Truth in Lending Act) now due or to become due, now existing or hereafter arising of the Mortgagor to the Mortgagee.

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.

EOI 556 Eus 10-6-82

- 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 therefore, 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
See attached schedule "A"
which mortgage is not in default and has an unpaid balance of \$
(d) Other none

- 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 day of December, 19 82.  Michael Gallick	xecuted by the Mortgagor on this 20th  Yyonne B. Gallen
ACKNOWLEDGMENT BY INDIVID	UAL OR PARTNERSHIP MORTGAGOR
STATE OF INDIANA ) COUNTY OF Lake )	$\mathcal{M}_{i,j}$
Before me, Debna K. Hall and State, on this 20th day of Dece appeared Michael Galich and Yvonne B.	mber, a Notary Public in and for said County  A.D., 19 82 , personally  Galich, busband and wife
personally known to me, and known to me to in and who executed the foregoing mortgage, (their) voluntary act and deed for the uses WITNESS my hand and official seal My commission expires:  November 3, 1986	and acknowledged the same to be (bin)
Resident of Lake County, IN  This Instrument prepared by: John Caban Vi	Debra K. Hall Notery Public
THIS THEFTUMENT DICHETPO DV: John Caban VI	no Propidont

## SCHEDULE "A"

## LEGAL DESCRIPTION

PARCEL 1: The South 47 feet of the North 68 feet of Lot 8, Woods Addition to the Town, now City of Hobart, as shown in Miscellaneous Record "D", page 567, in Lake County, Indiana. a/k/a 136 North Michigan, Hobart, Indiana

PARCEL 2: Lot 2, Block 8, Gary-Hobart Subdivision to Hobart, as shown in Plat Book 13, page 3, in Lake County, Indiana. a/k/a 554 North Guyer, Hobart, Indiana

PARCEL 3: Lot 12, Block "B", Deep River Estates, in the City of Hobart, as shown in Plat Book 31, page 98, in Lake County, Indiana. a/k/a 41 Deep River Drive, Hobart, Indiana

PARCEL 4: Lots 11 and 12, Block 7, George and William Earle's Second Subdivision, in the City of Hobart, as shown in Plat Book 6, page 45, in Lake County, Indiana. a/k/a 642 Water Street, Hobart, Indiana

PARCEL 5: Commencing at a point on the North line of Outlot 5 of the Original Survey of Valparaiso, which is 52.67 feet East of the Northwest corner of said Outlot 5 and 50 feet West of the Northeast corner of Lot 3, of said Outlot 5, thence South parallel to the West line of said outlot 5, 66.0 feet, thence East parallel to the North line of said Outlot 5, 50.0 feet, thence South parallel to said West line 66.0 feet, thence East parallel to said North line 55.91 feet, thence North parallel to said West line, 132.0 feet to said North line, thence West 105.91 feet to the point of commencement. a/k/a 306 East Indiana, Valparaiso, Indiana

5. Real Estate Mortgage for Parcel 1 dated April 14, 1976 for \$34,400.00, unpaid balance of \$30,968.28: Real Estate Mortgage for Parcel 2 dated November 3, 1975 for \$6,800.00, unpaid balance of 5,612.48: Real Estate Mortgage for Parcel 3 for October 26, 1971 for \$27,700.00, unpaid balance of \$20,478.63: Real Estate Mortgage for Parcel 4 dated July 21, 1978 for \$52,000.00 unpaid balance of \$47,671.17: Real Estate Mortgage for Parcel 5 dated May 25, 1978 for \$62,000.00 unpaid balance of \$51,288.63. All above mortgage from Michael Galich and Yvonne B. Galich, husband and wife to Bank of Indiana, National Association.