

691355

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that Michael Galich and Yvonne B. Galich,
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/Porter
County, State of Indiana, to-wit:

See attached Schedule "A" for legal description

INDIANA DIVISION
FILED IN RECORDS
DEC 23 10 16 AM '82
WILLIAM BIELSKI JR
RECORDER

CHICAGO TITLE INSURANCE COMPANY

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 December 20, 19 82 in the amount of Two hundred
Twenty-Three thousand and no/100----- (\$ 223,000.00)
with a final payment due and payable on January 1, 1986 together with
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 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.

For Assign of Rentals see doc. 691356

LL
700

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 5,612.43: 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, 1973 for \$52,000.00 unpaid balance of \$47,671.17: Real Estate Mortgage for Parcel 5 dated May 25, 1973 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.