Industrial Nath faul 2409 & 1415+ At . E. Clego. IV. 46312

## INDEMNIFYING MORTGAGE

. THIS INDENTURE made this 3rd day of February
1983, by and between George Lorenz and
Bette Ann Lorenz hereinafter sometimes called the
"Mortgagor(s)", party of the first part, and INDUSTRIAL NATIONAL
BANK, East Chicago, Indiana, a corporation duly organized and
existing under and by virtue of the laws of the United States of
America, hereinafter sometimes called the "Mortgagee" party of
the second part, WITNESSETH:
THAT WHEREAS, Mortgagee has loaned on this date to George Lorenz and Bette Ann Lorenz Sthe
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principal amount of Twenty-Nine Thousand and 00/100 Dollars
(\$ 29,000.00 ) which is evidenced by a promissory note which
shall bear interest at the rate of fifteen and one-halfpercent (15.5%);
NOW THEREFORE, Mortgagors in consideration of the
aforementioned loan as well as any extentions or renewals
thereof, and any future loans, and to secure and guarantee prompt
payment of such loan or loans and to indemnify Mortgagee from all
costs, losses, expenses, attorneys' fees and court costs
resulting from default or nonpayment of such indebtedness and to
insure performance of all covenants, warranties and agreements
herein undertaken Mortgagors MORTGAGE and WARRANT unto Mortgagee
its successors and assigns, all and singular, the following
described real estate located in the City of
Lake County, Indiana:
Lots 13 to 16, both inclusive, and Lots 42 and 46, both inclusive, in Block 22 in Lake Shore Addition to East chicago, in the City of Gary, as per plat thereof, recorded in Plat Book 2 page 17, in the Office of the Recorder of Lake County, Indiana.

together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging, and the rents, issues and profits thereof, and all buildings and improvements

thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also all the right, title, interest and estate of the mortgagor(s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisement laws of the State of Indiana, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or any part thereof, or breach of any of the covenants or agreements herein contained. Mortgagors further warrant that this grant shall not operate to impair the rights of Mortgagee under its original mortgage or indebtedness secured thereby and that there exists no intervening liens against the real estate.

MOREOVER, the Mortgagors expressly covenant(s) and agree(s) with the Mortgagee as follows, to-wit:

- 1. That the Mortgagors will pay any and all indebtedness granted under the line of credit aforementioned according to the tenor and effect of any note evidencing the same all with attorney's fees and without relief from valuation and appraisement laws.
- 2. That the Mortgagors will keep the buildings, fences, fixtures, improvements and betterments now on said premises or that may hereafter be erected thereon, in as good condition as at the present time, and will neither commit nor permit waste on said premises, and will neither do nor permit to be done upon said premises anything that may tend to diminish the value, thereof.

	3.	That	the	grant	of	this	mort	gage	shall	not	in	any	manner	,
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and _							u	nder	the te	erms	of	any		
promi	ssor	y not	ce, m	ortgag	ges	or pe	ersona	al gu	arante	ees w	vhic	h ha	ave	
heret	ofor	e or	may	hereai	Eter	be e	xecut	ted i	n con	junct	ion	wit	th an	

extension of credit or forebearance by Mortgagee to Mortgagors or

- 4. That the Mortgagors will pay, before the same become delinquent, all taxes, assessments and special assessments of every kind that may be levied upon said premises or any part thereof.
- 5. That the Mortgagors will keep all buildings that may be at any time on said premises during the continuance of said indebtedness insured against fire and windstorm, in such company or companies as may be satisfactory to the Mortgagee, and for such amount as the Mortgagee may from time to time direct, (the loss or damage to be made payable to the Mortgagee as its interest may appear) and forthwith upon issuance thereof will deposit such policies with the Mortgagee.
- 6. That if default be made in the performance of any of the covenants or agreements herein contained, on the part of the Mortgagors to be kept and performed, then the whole of said indebtedness secured hereby, including all payments for liens, taxes, assessments, special assessments, insurance, attorney's fees, costs, charges or expenses, shall, at the election of the Mortgagee, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein to the contrary notwithstanding, and thereupon the Mortgagee shall have the right (either with or without process of law, using such force as may be necessary) to enter upon and possess, hold and enjoy the property, and to lease the same or any part thereof upon such terms as to it shall seem best, and to collect and receive all the rents, issues and profits thereof, and to make alterations, improvements and repairs, effect insurance, pay taxes, assessments and special assessments, and do all such other things as may be deemed necessary for the proper protection of the property; and the Mortgagee shall have the right to foreclose this mortgage and

- shall have all other rights and remedies that the law provides, and sale under foreclosure decree shall be without relief from valuation and appraisement laws.
  - That upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the Mortgagee, may appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from foreclosure sale shall expire, and out of rents, issues and profits, to make necessary repairs and to keep the premises in proper condition and repair, and to pay all taxes, assessments and special assessments, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases.
  - 8. That in case suit be brought to foreclose this mortgage, an adequate and reasonable sum shall be allowed to the Mortgagee in such proceedings for attorney's fees and the costs of a complete abstract of title to said premises, which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.
  - 9. That the Mortgagee, at its option, may extend the maturity of any indebtedness secured hereby, or any balance due thereon, from time to time, upon written agreement executed by the Mortgagors, for such further periods, at such rate of interest, and upon such conditions as may then be agreed upon,

and no such extension, and no forebearance or delay of the Mortgagee in enforcing any of the provisions of this indenture, shall operate to impair the lien hereof or waive any rights accrued or that might accrue hereunder.

- 10. That this indenture is made and executed under, and are, in all respects, to be construed by the laws of the State of Indiana, and that the various rights, powers, options, elections, appointments and remedies herein contained shall be construed as cumulative, and no one of them as exclusive of any other or of any right or remedy allowed by law, and all shall inure to the benefit of the successors and assigns of the Mortgagee and of all holders of said note.
- 11. That whenever the Mortgagors shall have fully paid the indebtedness hereby secured with all the interest thereon, and up to that time, shall have well and truly performed all and singular the covenants and agreements herein undertaken to be performed, then all of such covenants and agreements shall cease and determine (but not otherwise), and the Mortgagors, or the successors or assigns thereof, shall be entitled to a satisfaction of this mortgage, but shall pay the expense of recording the same.

•;	IN	WITN	ESS (	WHERE	OF, th	e Mort	gagors,	George Lorenz	
and _	Ве	tte A	nn Lo	renz		ex	ecuted	this instrument	under
seal	the	day	and	year	first	above	writte	en	
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								nn Lorenz	0.
STATE			[ANA Lake	<b>)</b>	SS:			to the second of the second of	

BEFORE ME, the undersigned, a Notary Public in and for said

County and State personally appeared \_\_George Lorenz and

Bette Ann Lorenz and acknowledged the execution of the	<u>:</u>
above and foregoing document as their free and voluntary act	and
deed for the uses and purposes therein set forth.	•
GIVEN under my hand and official seal this <u>5th</u> day of	# Salaton
February , 19_83.	
Notary Public Gina M. Schmidt	
Commission Expires:	the second of the second
May 25, 1983	
County of Residence:	•
Lake	

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