

First Bank of Whiting
117 E. Joliet Street
Crown Point, IN 46307
Attn: W.C. Gill

Real Estate Mortgage

705050

THIS INDENTURE WITNESSETH: That Frederick O. Hellman and Helga Hellman
Husband and Wife

hereinafter referred to as "Mortgagor", MORTGAGES AND WARRANTS TO: THE FIRST BANK OF WHITING, WHITING, INDIANA, an
Indiana Corporation, organized and existing under the laws of the State of Indiana, hereinafter referred to as "Mortgagee", the following
described real estate in Lake County, Indiana, to-wit:

Lot 1185-L, Lakes of the Four Seasons, Unit #9, as per plat thereof, recorded in Plat
Book 38, page 79, in the Office of the Recorder of Lake County, Indiana.

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION
APR 27 10 07 AM '09
WILLIAM GIELSKI JR.
RECORDER

together with all rights, privileges, easements, and appurtenances thereto belonging; all buildings and improvements now or hereafter
placed or erected thereon; and all rents, leases, profits, revenues, issues and income thereof.

THIS MORTGAGE is given to secure: The performance of the payment of a certain note, of even date herewith, executed by the
Mortgagor and payable to the order of the Mortgagee, at its main office or any branch office, in the principal sum of
-----Five Thousand and 00/100----- Dollars, (\$ 5,000.00),

with interest thereon, as provided in said note, which note is payable in regular monthly installments, said payments to be applied first to
interest and the balance to principal, until said indebtedness is paid in full, without relief from valuation and appraisal laws, and
with attorney's fees, all as provided for in said note, to which said note reference is hereby specifically made, and all extensions and
renewals, and for the further purpose of securing the payment of any and all sums, indebtedness and liabilities of any and every kind
now or hereafter owing and to become due from the mortgagor to the mortgagee during the term of this mortgage, howsoever created,
incurred, evidenced, acquired or arising, whether under the note or this mortgage or under any other instrument, obligations, contracts
or agreements, or dealings of any and every kind now or hereafter existing or entered into between the mortgagor and the mortgagee
and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said note and in
any other agreements had by and between the parties herein, and any and all renewals or extensions of any of the foregoing (herein-
after collectively called the "debt"); any and all advancements made or indebtedness incurred as hereinafter provided for; and the
prompt and faithful performance of any and all of the provisions hereof.

Mortgagor, for the purpose of inducing the mortgagee to make the loan hereby secured and as further consideration for the
making of said loan, does expressly represent, warrant, covenant and agree as follows:

1. That he is the owner in fee simple of the hereinbefore described real estate, buildings, improvements, rents and profits and
that this instrument is a first lien thereon; that he will pay all obligations secured hereby and all sums payable hereunder promptly when
due with reasonable attorney's fees and without relief from valuation and appraisal laws; that he will pay promptly when the same
become due all prior and subsequent encumbrances and liens upon said real estate, buildings, and improvements; that he will procure
at his own expense for mortgagee all instruments and expend any money which the mortgagee may at any time deem necessary to
perfect the mortgagor's title or to preserve the security intended to be given by this mortgage; that if the mortgagee is made a party
to any suit, arising out of or in connection with this loan, the mortgagor agrees to pay all reasonable expenses, costs and attorney's
fees incurred by mortgagee on account of such suit; that he will keep said buildings and improvements insured against loss or damage
by fire, lightning, windstorm and such other hazards as the mortgagee shall at any time demand in a company or companies acceptable
to mortgagee for their full insurable value with a proper mortgage clause in favor of mortgagee and will immediately deliver such
policies to mortgagee to be held by it until this mortgage is fully discharged; that he will keep all buildings, fences and improvements
in good repair and properly painted; that he will pay all taxes, assessments and other governmental impositions levied against the
mortgaged property when the same become due and payable; that he will deliver herewith to mortgagee to be retained by it until this
mortgage is fully released an abstract of title or guarantee title policy to the mortgaged premises; and that in the event of any default
in mortgagor's covenants hereunder he will procure at his own expense and deliver to mortgagee a continuation of said abstract or
guarantee title policy to the date of said default. Said abstract continuation or guarantee title policy shall be made by an abstractor
(or guarantee title policy company) designated by the mortgagee and shall become the property of the grantee under any sheriff's deed
issued in connection with proceedings to foreclose this mortgage.

In the event mortgagee requests, the mortgagor, in addition to all sums set forth in the note, agrees to make monthly deposits
with the mortgagee, in a non-interest bearing account, at the same times as installments of principal and interest are payable, of a sum
equal to one-twelfth (1/12) of the estimated yearly taxes and assessments levied or to be levied against the mortgaged premises and
insurance premiums, all as estimated by mortgagee. Such deposits shall be applied by mortgagee to the payment of such taxes,
assessments or insurance premiums when due. Any insufficiency of such account to pay such taxes, assessments and insurance
premiums when due shall be payable by mortgagor on demand. Upon any default under this mortgage, mortgagee may apply any funds
in said account to any obligations then due under this mortgage;

2. That upon default by mortgagor in the performance of any of his covenants hereunder, including, but not limited to, taxes,
assessments and hazard insurance premiums, mortgagee may procure the performance thereof and all money expended or obligations
incurred with interest thereon at the rate of21. per cent per annum shall immediately become due and payable by mortgagor and
shall be a part of the debt secured hereby of equal priority with all other obligations secured hereby;

3. That the mortgagor will not sell, convey or transfer, either directly or indirectly, the mortgaged premises, or any portion
thereof, so long as any part of the indebtedness hereby secured remains unpaid, without first obtaining the written consent of the
mortgagee, and that upon a violation of this covenant, or the default by the mortgagor in the performance of any other of his covenants
contained herein, the maturity of all obligations and indebtedness secured hereby and all sums payable hereunder shall, at the option of
the mortgagee, be accelerated and shall become immediately due and payable, and the mortgagee may foreclose this mortgage or may
pursue any or all other legal or equitable remedies afforded by this instrument and any and all other instruments and provisions of
law, and any such remedy or remedies so pursued by the mortgagee shall not be exclusive, but shall be cumulative, and the exercise of
any remedy or right by the mortgagee shall not operate to bar or abridge the mortgagee's right to pursue any other remedy or
remedies. Any delay or failure at any time by the mortgagee to enforce or require performance by the mortgagor of any of the provi-
sions of this mortgage shall in no way affect the right of the mortgagee to enforce the same, nor shall such delay or failure be con-
strued as a waiver by the mortgagee of the right to enforce any of the provisions hereof without notice at any subsequent time, nor
shall the waiver by the mortgagee of any breach of any provision hereof be taken to be a waiver of any succeeding breach of any of
the provisions hereof nor as a waiver of the provision itself;

4. That upon default by mortgagor in his covenants hereunder, this mortgage shall be construed to embrace an assignment to
mortgagee of all rents, profits and issues arising from the mortgaged premises and mortgagee shall be entitled to collect the same and
to deduct its' reasonable charges for its' services in so doing, and to apply the balance thereof upon the obligations secured hereby.
Upon the commencement of any action by mortgagee to enforce or protect any of its rights hereunder, mortgagee shall be entitled
to the appointment of a Receiver to take possession of and protect the mortgaged premises, to collect the rents, earnings, income,
issues and profits thereof or therefrom and make proper application of the same, to operate any business run by mortgagor on the
mortgaged premises, and the right to such appointment shall in no manner be dependent upon the solvency or insolvency of any
mortgagor liable herein or upon the then value of the mortgaged premises. The mortgagor hereby irrevocably consents to such appoint-
ment and waives notice of any application therefor. Mortgagee shall have the further right to inspect the books and records of the
mortgagor at any reasonable time, or times, while the mortgagor is in default of any of the terms, restrictions, conditions or covenants
hereof;

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5. That all parties now or hereafter liable hereon, or upon any obligations secured hereby, consent to extensions of time of payment without notice or consent on their part, and the mortgagee at its option may extend the time for the payment of said indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore without the consent of any junior lien holder, No notice of the exercise of any right or option granted to the mortgagee in this, or any instruments secured hereby, is required to be given. Any extension, reduction or renewal shall not release the mortgagor or any endorser or guarantor from liability for such indebtedness, or affect the priority of this mortgage over any junior lien or impair the security thereof in any manner whatsoever. It is expressly agreed that time is of the essence hereof, and that if this mortgage be executed by more than one mortgagor, every agreement herein contained shall be the joint and several obligation of the mortgagors.

6. That all parties now or hereafter liable hereon, or upon any obligations secured hereby, consent and agree that the within mortgage shall constitute a valid lien and security for any and all additional advancements made or other indebtedness incurred by and between the said parties, in an amount not to exceed Fifteen Hundred (\$1500.00) Dollars, which lien and security shall be valid and subsisting against subsequent purchasers or encumbrances with notice, actual or constructive;

7. That in the event that any payment provided for in the note secured hereby shall become overdue for a period in excess of ten days, the mortgagor agrees to pay, to the extent that it is lawful, a "late charge" of 5¢ of each \$1.00 of each installment so overdue, for the purpose of defraying the expense incident to handling the delinquent payment, provided that no such "late charge" shall exceed and only one "late charge" shall be collected for any one delinquent installment.

The forms of I, HE, SHE, IT, in any case or number, or their compound forms, with self or selves, when used in this mortgage or in the obligations secured hereby, shall, if the context requires, be construed as synonymous each with the other, and the singular when used herein shall under like requirements be construed to embrace the plural and the plural the singular.

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal this 14th day of April, 1983
Frederick O. Hellman (SEAL) *Helga Hellman* (SEAL)
 Frederick O. Hellman Helga Hellman
 (SEAL) (SEAL)

STATE OF INDIANA }
 COUNTY OF Lake } ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of April, 1983,
 Frederick O. Hellman and Helga Hellman
 came

and acknowledged the execution of the annexed instrument.

WITNESS MY HAND and Official Seal

Ellen Adank
 Ellen Adank Notary Public

My Commission Expires 10-1-83 Resident of Lake County

This Instrument prepared by W.C. Gill, Vice President

STATE OF INDIANA }
 COUNTY OF } ss:

On this day of, 19, personally appeared before me, a Notary Public in and for said County
 and State, and, respectively
 president and secretary of

who acknowledged the execution of the annexed mortgage as such officers for and on behalf of said corporation.

WITNESS MY HAND and Official Seal.

.....
 Notary Public

My Commission Expires