REAL ESTATE MORTGAGE

THIS	INDENTURE and Wife	WITNESSETH,	that	Charles	C., Jr.	and	Linda I). John	son, H	lusband	d
or		County,	State	of India	na, whet	ther o	one or	more	herein	calle	ed
Monts	agon, MORT	GAGES AND WA	RRANTS	TO Firs	st Metro	polit	<u>an Bui</u>	lders c	f Amer	ica,	Inc.
with	an office	located at _	300 W.	Ridge Ro	oad, Gar	y, In	diana				
herea	fter calle	d the Mortga	igee, tl	e fallow	ing desc	cribed	d real	estate	in I	Jake	
Count	y. State o	f Indiana, t	o-wit:								
	Legal des	scription: 1	Lots 45	and 46,	in Block	k 9.	in Gler	ndale 9	Subdivi	sion	in
	the city	or gary, as	per pla	it therec	of reco	rded	in Dlat	t Book	11 25	2011,	in
	the Offic	e of the Red	corder d	of Lake (County,	India	na.	C DOOK	TT, NC	ige /,	7.11

Commonly known as: 1429 W. 44th Avenue Cary, Indiana

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 the payment of Mortgagors Promissory Note payable to the Mortgagee dated March 28, 19 83 in the amount of Twenty nine thousand, eight hundred, thirty four and ----40/100 **(\$** 29,934.40 with a final payment due and payable on April 26, 1993 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 decured by this mortgage, and likewise to secure any and all future indebtedness of the Mortgagor to the Mortgagee, which indebtedness refers to this Real Estate Mortgage

The Mortgagor for himself, his heirs, executors, administrators, successors, and ausigns 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 demage 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.

- 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 Mortgages, 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 therefor, 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 Mortgager 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 unencumber except as to (s) real estate taxes not yet due, (b) usual easements, covenant and restrictions of record, (c) Real Estate Mortgage dated N/A											
in the original amount of N/A											
which mortgage is not in default and in											
which mortgage is not in default and has an unpaid balance of N/A											
1076											

- 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 Moday ofMarch_	rtgage has been _, 1983	executed by the Mortgagor on the	is 28th
	wom	Charles D. Johnson, Jr.	
	en	Linda D. Johnson	
AČKNOWLEDGM STATE OF INDIANA	ENT BY INDIVIDU)) SS:	AL OR PARTNERSHIP MORTGAGOR	new .

COUNTY OF LAKE

Before me, a Notary Public in and for said County. Allan Fofferman and State, on this 20th day of March , A.D., 1983, personally appeared Charles C. Jr. and Linda D. Johnson, Husband

personelly who was to me, and known to me to be the person(s) who (is) (are) described in and who executed the foregoing mortgage, and acknowledged the same to be (his) (their) voluntary act and deed for the uses and purposes therein set forth. WITNESS my hand and official seal My commission expires:

3-28-83

This Instrument prepared by: C. E. Webb

Notary Public Allan Fefferman, Res. of Lake County

ASSIGNMENT OF MORTGAGE FOR VALUE RECEIVED, the annexed Mortgage to First Metropolitan Builders of America, Inc. which is recorded in the office of the Recorder of Lake assigned and transferred to Bank of Indiana, National Association County, Indiana is hereby

Witness the hand and seal of said mortgagee, this FIRST METROPOLITAN BUILDERS OF AMERICA, INC.

(SEAL)