Please record and return to: Policy No. A-403106
Calumet Federal Savings and Loan
Association.
7007 Calumet Ave., Hammond, IN 46324

CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION HAMMOND, INDIANA 715619

MORTGAGE

together with all and singular the tenements, appartenances, rights, essential and privileger thereunto belonging, as well as the SML instruments of the privileger there and theoretom, as well as all heating, are conditioning, plumbing and lighting returnes and all other explanant and apparent theres, no secure the payment, when the same becomes due of a permissiary note of even date, payable to the Meritagere in the principal sum of a 1.0,000.00. An and payable on or before the day of ULLY, 2008, as provided in and an other one date until pages (if to pay all lease and approach assessments broad against said read earlier and approach assessments broad against said read earlier and interest are provided in said and to provide of the payable of the Meritagere in the principal sum of a company of the payable of the payable of the payable of the payable of the Meritagere with authorized against low or dismined by fire or such other events as the Mortagere may require with insurers approach by the Mortagere with suitable laws payable claumes to said Mortageres which said taxes and insurance premiums, and assessments increased the Mortageres range of the payable of the Mortageres in mentally insulationaries simulationate with it to be used by the Mortageres enter, as an additional amount it is to be used by the Mortageres which and insurance premiums, the said Mortageres which such as the payable of the payment of said traxe, assessment shall at the experiation of each calendary year, during the existence of this mertager, because the payable of the payment of th	CALUMET FEDERAL 715619	SAVINGS AND HAMMOND, INDIANA	LOAN ASSOCIATION
Lake County, Indiama, as shown in Plat Book 27, page 48, in Lake County, Indiama, as shown in Plat Book 27, page 48, in Lake County, Indiama, and Part of Lot 12, Block 24, Homestead Gardens Master Addition to the Town of Highland, as marked and laid down on the recorded plat thereof in Plat Book 37, ange 48, in the Office of the Recorder of Lake County, Indiama, more particular less reliable as follows: commencing at the Northeast corner of Said Lot 12; then Southerly, along the Easterly line thereof a distance of 26,53 feet; those Outherly, along the Easterly line thereof a distance of 26,53 feet; those Outherly, along the Easterly line thereof a distance of 26,53 feet; those Outherly, along the Easterly line thereof a distance of 26,53 feet; those on the Northeast corner of Lot 12; then County and County of the County of C	VISION	MORTGAC	BE
Lake County, Indiama, as shown in Plat Book 27, page 48, in Lake County, Indiama, as shown in Plat Book 27, page 48, in Lake County, Indiama, and Part of Lot 12, Block 24, Homestead Gardens Master Addition to the Town of Highland, as marked and laid down on the recorded plat thereof in Plat Book 37, ange 48, in the Office of the Recorder of Lake County, Indiama, more particular less reliable as follows: commencing at the Northeast corner of Said Lot 12; then Southerly, along the Easterly line thereof a distance of 26,53 feet; those Outherly, along the Easterly line thereof a distance of 26,53 feet; those Outherly, along the Easterly line thereof a distance of 26,53 feet; those Outherly, along the Easterly line thereof a distance of 26,53 feet; those on the Northeast corner of Lot 12; then County and County of the County of C	THIS INDENTURE WITNESSETH, T	hat: <u>Irvin B. Berry a</u>	and Sharon Berry,
Lake County, Indiama, as shown in Plat Book 27, page 48, in Lake County, Indiama, as shown in Plat Book 27, page 48, in Lake County, Indiama, and Part of Lot 12, Block 24, Homestead Gardens Master Addition to the Town of Highland, as marked and laid down on the recorded plat thereof in Plat Book 37, ange 48, in the Office of the Recorder of Lake County, Indiama, more particular less reliable as follows: commencing at the Northeast corner of Said Lot 12; then Southerly, along the Easterly line thereof a distance of 26,53 feet; those Outherly, along the Easterly line thereof a distance of 26,53 feet; those Outherly, along the Easterly line thereof a distance of 26,53 feet; those Outherly, along the Easterly line thereof a distance of 26,53 feet; those on the Northeast corner of Lot 12; then County and County of the County of C	Fof the County of Lake		Unahand and Wife
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Lake County, Indiama, as shown in Plat Book 27, page 48, in Lake County, Indiama, as shown in Plat Book 27, page 48, in Lake County, Indiama, and Part of Lot 12, Block 24, Homestead Gardens Master Addition to the Town of Highland, as marked and laid down on the recorded plat thereof in Plat Book 37, ange 48, in the Office of the Recorder of Lake County, Indiama, more particular less reliable as follows: commencing at the Northeast corner of Said Lot 12; then Southerly, along the Easterly line thereof a distance of 26,53 feet; those Outherly, along the Easterly line thereof a distance of 26,53 feet; those Outherly, along the Easterly line thereof a distance of 26,53 feet; those Outherly, along the Easterly line thereof a distance of 26,53 feet; those on the Northeast corner of Lot 12; then County and County of the County of C	situated in the county of Lake	and State of Indiana	1, to-wit:
Interest as provided in said note from date until pold, all without relief from valuation and appraisament laws with reasonable attorney's fees after default. The Mortiagnes expressly excessing and agree (10 to pay all laws and special assessments levided against said real estate or the real estate on the provided date in the provements located upon said real estate or hereafter located thereon insured against loss or damage by fire or such other events as the Mortgages may require with Insurers reapproved by the Mortgage with the said laws and insurance, the Mortgagers expressed the provided dates into the part of the date as provided in the affects of the part of the	Lake County, Indiana, as shound Part of Lot 12, Block 24 Highland, as marked and laid bage 48, in the Office of the described as follows: comments outherly, along the Easterl Northerly a distance of 26.2 point being 3.13 feet West, corner of Lot 12; thence East coint of beginning.	wm in Plat Book 37, , Homestead Gardens down on the recorde e Recorder of Lake C cing at the Northeas y line thereof a dis 5 feet to a point or measured along said t on said North line urtenances, rights, easements and privile air conditioning, plumbing and lighting comes due of a promissory note of eve	page 48, in Lake County, Indian Master Addition to the Town of ed plat thereof in Plat Book 37, County, Indiana, more particular st corner of said Lot 12; thence stance of 26.53 feet; thence in the North line of said Lot, say North line, of said Northeast and all other equipment and appliances attached in date, payable to the Mortgagee in the principal sum of
ments as the same become due and payables (2) to keep all improvements located upon said real estate or hereafter located thereon issuare against loss or damage by fire or such other events as the Mortgage may require with insurers proved by the Mortgagee; which said taxes and Insurance, the Mortgagors evenant and agree to pay by paying to the Mortgagors payable clauses to said Mortgagors, which additional amount is to be used by the Mortgagors evenant and agree to pay by paying to the Mortgagors and Insurance premiums, when due, and in the event the sum above provided does not furnish sufficient funds for the purpose of paying said taxes, assessments and insurance premiums, when due, and in the event the sum above provided does not furnish sufficient funds for the purpose of paying said taxes, assessments and insurance premiums, the said Mortgagors shall pay such additional amounts therefor as the Mortgagee may from time to time require, provided however, that in the event of taxes, insurance premiums and assessments in exercise during the existence of this mortgage, be found to be more than sufficient to pay said taxes, assessments and insurance premiums are shall be made every year thereafter until the debt for said taxes, assessments and insurance premiums are fully paid (3) to premit no waste to be committed upon said premises or any said premises to be used for may illegal or immortal purposes (4) to keep and maintain said premises to be used for may illegal or immortal purposes (4) to keep and maintain said premises to be used for any illegal or immortal purposes (4) to keep and maintain said premises to be used for any illegal or immortal purposes (4) to keep and maintain said premises in good condition and repair; and (5) in the event of any default of the payment of said and one or the covenants or this mortgage and maintain said premises and	s 40,000.00 due and p interest as provided in said note from date until paid,	ayable on or before the day o all without relief from valuation and ap	July, 2008, as provided in said note, with praisement laws with reasonable attorney's fees after default.
days, the Mortgagee may declare the entire debt due and foreclose said mortgage, and in such event The Mortgagors shall pay all costs of said foreclosure, including the cost of continuations of abstracts, or costs of guaranty policy and attorney's fees and court costs, and in such event the Mortgage is hereby given the right to obtain the appointment of a Receiver, who shall take possession of said real estate under the usual powers and authority granted Receivers in such costs. The Mortgagors shall make no material alterations to said real estate or remove any improvements thereform without the written consent of the Mortgage, and shall not permit or suffer any legal proceedings to be instituted against said real estate; and it is further understood and agreed that this mortgage is made subject to all Regulations and By-Laws of said Mortgagee, which are hereby ratified and made a part of this contract, and all amendments thereto that may be made before the final payment of this loan. The Mortgagors agree to reimburse Mortgagee by additions to the mortgage loan balance for all expenses caused Mortgagee in connection with litigation, consultations, services, and documentation resulting from Mortgagors alleged acts of omission or commission. The Mortgagors agree not to sell or convey the mortgaged premises, without the consent of the mortgagee, so long as any part of the debt hereby secured remains unpaid, and that the violation of this provision will accelerate the maturity of the indebtedness secured hereby and cause the entire unpaid balance of said indebtedness to become immediately due and payable, at the one of the indebtedness secured hereby and cause the entire unpaid balance of said indebtedness to become immediately due and payable, at the one of the indebtedness secured hereby shall at no time exceed the original amount thereof, excepting for the payment of any additional notes made hereafter by Mortgagors to Mortgage for any purpose within the discretion of the Mortgage shall be binding on the unde	ments as the same become due and payable; (2) against loss or damage by fire or such other every loss payable clauses to said Mortgagee; which said in monthly installments simultaneously with the instance of the said Mortgagors, which additional amount is when due, and in the event the sum above provided a premiums, the said Mortgagors shall pay such additional the event said monthly payments shall at the expir sufficient to pay said taxes, assessments and insurate the payment of taxes, insurance premiums and assess be made every year thereafter until the debt for said upon said premises or allow said premises to be use and repair; and (5) in the event of the failure of the assessments, procure such insurance or make such re-	to keep all improvements located upents as the Mortgagee may require valued taxes and insurance, the Mortgagei little to be used by the Mortgagee in the paradoes not furnish sufficient funds for the conal amounts therefor as the Mortgage ation of each calendar year, during the nee premiums, then such over-plus, if ments to accrue during the following are taxes, assessments and insurance premd for any illegal or immoral purposes; Mortgagors to keep these covenants, or epairs and any sums so expended by sale	on said real estate or hereafter located thereon insured with insurers approved by the Mortgagee with suitable is covenant and agree to pay by paying to the Mortgagee the aforesaid mortgage note, as an additional amount to be syment of said taxes, assessments and insurance premiums, we purpose of paying said taxes, assessments and insurance is may from time to time require, provided however, that in the existence of this mortgage, be found to be more than any, shall be applied upon succeeding annual periods for initial period, and a similar application and adjustment shall inlums are fully paid; (3) to permit no waste to be committed (4) to keep and maintain said premises in good condition any part thereof, the Mortgagee may pay such taxes and it Mortgagee therefor, together with interest increased two
the Mortgagee, and shall not permit or suffer any legal proceedings to be instituted against said real estate; and it is further understood and agreed that this mortgage is made subject to all Regulations and By-Laws of said Mortgagee, which are hereby ratified and made a part of this contract, and all amendments thereto that may be made before the final payment of this loan. The Mortgagors agree to reimburse Mortgagee by additions to the mortgage loan balance for all expenses caused Mortgagee in connection with litigation, consultations, services, and documentation resulting from Mortgagors alleged acts of omission or commission. The Mortgagors agree not to sell or convey the mortgaged premises, without the consent of the mortgagee, so long as any part of the debt hereby secured remains unpaid, and that the violation of this provision will accelerate the maturity of the indebtedness secured hereby and cause the entire unpaid balance of said indebtedness to become immediately due and payable, at the option of the Mortgagee, without notice, and the indebtedness hereby secured shall bear interest increased to the maximum rate allowable by law from and after the date of such sale or conveyance. This mortgage shall secure the payment of any additional notes made hereafter by Mortgagors to Mortgagee for any purpose within the discretion of the Mortgagee, PROVIDED ONLY, that the aggregate principal amount of the indebtedness secured hereby shall at no time exceed the original amount thereof, excepting for the provisions made hereinabove for the payment of taxes, insurance and repairs. This mortgage shall be binding on the undersigned, their heirs, personal representatives, successors, grantees and assigns. It is agreed that time is of the essence of this contract and that no waiver of any obligations hereunder shall at any time hereafter be held to be a waiver of the terms hereof or of the hortesecured hereby.	days, the Mortgagee may declare the entire debt due including the cost of continuations of abstracts, or c hereby given the right to obtain the appointment of	and foreclose said mortgage, and in suclosts of guaranty policy and attorney's	n event The Mortgagors shall pay all costs of said foreclosure, fees and court costs, and in such event the Mortgagee is
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secured remains unpaid, and that the violation of this provision will accelerate the maturity of the indebtedness secured hereby and cause the entire unpaid balance of said indebtedness to become immediately due and payable, at the option of the Mortgagee, without notice, and the indebtedness hereby secured shall bear interest increased to the maximum rate allowable by law from and after the date of such sale or conveyance. This mortgage shall secure the payment of any additional notes made hereafter by Mortgagors to Mortgagee for any purpose within the discretion of the Mortgagee, PROVIDED ONLY, that the aggregate principal amount of the indebtedness secured hereby shall at no time exceed the original amount thereof, excepting for the provisions made hereinabove for the payment of taxes, insurance and repairs. This mortgage shall be binding on the undersigned, their heirs, personal representatives, successors, grantees and assigns. It is agreed that time is of the essence of this contract and that no waiver of any obligations hereunder shall at any time hereafter be held to be a waiver of the terms hereof or of the note secured hereby. IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals, on this, the			
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It is agreed that time is of the essence of this contract and that no waiver of any obligations hereunder shall at any time hereafter be held to be a waiver of the terms hereof or of the note secured hereby. IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals, on this, the	discretion of the Mortgagee, PROVIDED ONLY, that original amount thereof, excepting for the provisions	the aggregate principal amount of the smade hereinabove for the payment of	indebtedness secured hereby shall at no time exceed the taxes, insurance and repairs.
IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals, on this, the	It is agreed that time is of the essence of this	s contract and that no waiver of any of	
of July $\frac{3}{2}$ $\frac{19^{83}}{2}$			
		gagors have hereunto set their	hands and seals, on this, the _5th _ day
Irvin B. Berry (Seal) Sharon Berry (Seal)		(Seal)	, 0

Before me, the undersigned, a Notary Public within and for the county and state aforesaid, this _____ day _, 1983_, personally appeared: Irvin B. & Sharon Berry and acknowledged the execution of the foregoing Mortgage to be their free and voluntary acts and deeds, for the uses and purposes

Witness my hand and Notarial seal, as of the day and year first hereinabove written,... My commission Expires:

June 24, 1984 This document prepared by

Lawrence S. Tomczak

Zoe Ann Rice Notary Public Resident of Lake County, Indiana