742403

RETURN TO: BANK OF INDIANA, N.A.

P.O. BOX 8030

MERRILLVILLE, IN 46410

REAL ESTATE MORTGAGE

0125237-6

THIS INDENTURE WITNESSETH, that ____Jerome B. and Carol L. Malone (A/K/A Carol

Lynn Malone), Husband & Wife County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO First Metropolitan Builders of America, Inc. with an office located at 300 W. Ridge Road, Gary, Indiana hereafter called the Mortgagee, the following described real estate in Lake County, State of Indiana, to-wit:

Legal description: Lot 6, except the North 18 feet thereof, and the North 27 feet of Lot 7, in Block 19 in Ironwood Unit "A" in the City of Gary, as per plat thereof recorded in plat book 21, page 4, in the Office of the Recorder of Lake County,

Commonly known as: 2324 Kentucky Street

Gary, 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 <u>January 4</u>, 1984 in the amount of <u>Ten thousand</u>, with a final payment due and payable on JANUARY 24, 1990 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 the 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 assigns covenants and agrees with said Mortgagee, its successors and massigns as follows:

- 1. If there is 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 attorney's fees incurred by Mortgagee in the enforcement of the terms of the abovementioned mortgage.
- 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 sail 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 that 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) its beginning and insurance to the Mortgagee and will allow

Mortgaga possession of the same, and a Mortgagee may collect the proceeds of any

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 Mortgagee, bear interest at the rate of interest set forth in the indebtedness.

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4. The Mortgagee at its option may exterindebtedness hereby secured, or reduce the parenewal note therefor, or release any part of the indebtedness, without consent of any junion of the Mortgagor. No such extension, reducting priority of this Mortgage or impair the secur release, discharge or affect in any manner that the Mortgagee. No delay by the Mortgagee in shall preclude the exercise thereof so long a no failure of the Mortgagee to exercise any operclude the exercise thereof for a subsequent one or more of its rights or remedies hereunded.	yments thereon, or accept a note or the security, or any person liable for or lienholder, and without the consent on renewal or release shall effect the ity hereof in any manner whatsoever, or e personal liability of the Mortgagor to the exercise of any of its rights hereunder s the mortgage is in default hereunder and f his rights because of one default shall t default. The Mortgagee may enforce any er successively or concurrently.
as to (a) real estate taxes not yet due, (b) or record, (c) Real Estate Mortgage dated	
in the original amount of N/A which mortgage is not in default and has an u (d) Other N/A	npaid balance of \$ N/A
***************************************	17° 59
6. In the event this mortgage is subject above, or any other mortgage or encumbrance as in default or is foreclosed upon, or in the eventten consent sell or transfer any interest of the Mortgagee this Mortgage and the Note of become immediately due and payable in full and foreclose this Mortgage, all without any notice.	vent Mortgagor without Mortgagees prior in this real estate then at the option r Notes or indebtedness it secures shall d further that the Mortgagee may immediately
7. The covenants, agreements, and condi Mortgagor and the heirs, personal representat Mortgagor, and shall inure to the benefit of assigns. Whenever used, the singular number the singular, and the use of any gender shall	the Mortgagee and its successors and shall include the plural, the plural
IN WITNESS WHEREOF this Mortgage has been exeday of, 19 84 .	cuted by the Mortgagor on this 4th
Jerome D. Malone Acknowledgment by Individual o	GRAD LIVE MALONE K/A Carol Eynn Malone R PARTNERSHIP MORTGAGOR
STATE OF INDIANA))SS:	
COUNTY OF LAKE Before my, Donna M. Pearson and State, on this 4th day of January Jerome B. and Carol L. Malone (A/K/A Carol	a Notary Public in and for said County , A.D., 19 <u>84</u> , personally appeared Lynn Malone), Husband & Wife
personally known to me, and known to me to be in and who executed the foregoing mortgage, a (their) voluntary act and deed for the uses a WITNESS my hand and official seal	nd acknowledged the same to be (his)
My commission expires:	Donna In Gearson
This instrument prepared by: C. E. Webb	Notary Public onna M. Pearson, Res. of Lake County
This instrument prepared by: 0. 2. Wess	P.O Doy 80 30
742404 ASSIGNMENT OF MOF	RTGAGE DILLARICHEL BY
FOR VALUE RECEIVED, the annexed Mortgage which is recorded in the office of the Record is hereby assigned and transferred to Bank without recourse upon the mortgage. Witness the hand and seal of said mortgage	of Indiana, National Association
FIRST METROPOLITAN BUILDERS OF AMERICA, I	That I de all the second
State of Indiana, County of Lake	10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Before me, Connie E. Webb, a Notary Public January 10, 1984, personally appeared Allan Who executed the foregoing assignment.	in and for said County and State, on Fefferman, known to me to be the person
My Commission Expires: 2-6-84	Notary Public \overline{z}
OSCIAL .	Connie E. Webb, Res. of Forter Co.