

746678

REAL ESTATE MORTGAGE

Robert E. Coates doing business as Corner Mall Development Company, as to Parcels I and II; and Robert E. Coates doing business as Roberts Investments Company, as to Parcel III, of Lake County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS TO Bank of Indiana, National Association with an office located at 1000 East 80th Place, Merrillville, Indiana 46410 hereafter called the Mortgagee, the following described real estate in Lake County, State of Indiana, to-wit:

See Attached Descriptions

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 February 13, 1984 in the amount of Two Hundred Thirty Thousand and NO/100----- (\$ 230,000.00-----)

with a final payment due and payable on February 13, 1985 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 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 assigns 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 appraisal 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 damage 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.

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

STATE OF INDIANA
DEPARTMENT OF REVENUE
FILED FOR RECORD
FEB 13 1984
MERRILLVILLE, IN

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For Ast Rentals See Doc# 746678

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LEGAL DESCRIPTION

PARCEL I:

Lots 1, 2, 3, 4 and 5, Block 2, Peterson's Addition to East Gary, as shown in Plat Book 9, page 6, in Lake County, Indiana.

PARCEL II:

Part of School Lot 10 in Section 16, Township 36 North, Range 7 West of the Second Principal Meridian, in the Town of Lake Station, Lake County, Indiana, described as follows: Beginning at the Northeast corner of said lot; thence West 50 feet along the North line thereof; thence South parallel to the East line of said lot to the North line of what was formerly the right of way of the Gary Connecting Railways Company; thence East along said right of way 50 feet to the East line of said lot; thence North to the place of beginning.

PARCEL III:

Lot 1, Weyhe Addition to the Town of Griffith, as shown in Plat Book 46, page 20, in Lake County, Indiana.