

July 30, 1984

767559

Return to: Bank of Indiana, N.A.  
P.O. Box 10129 - Merr., In. 46411

REAL ESTATE MORTGAGE

07-1293013

THIS INDENTURE WITNESSETH, that D. K. Young and Esther Colbert Young, Husband & Wife

of Lake County, State of Indiana, whether one or more herein called  
Mortgagor, MORTGAGES AND WARRANTS TO Holloway Lumber & Construction Co., 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 8, Block 1, in Kaplan's First Subdivision in the City of  
Gary, as per plat thereof, recorded in Plat Book twenty-nine, page one hundred  
six in the Office of the Recorder of Lake County, Indiana.  
Commonly known as: 1045 Durbin 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 July 23, 1984 in the amount of Ten thousand,  
seven hundred, sixty six and ----- 88/100 (\$ 10,766.88)  
with a final payment due and payable on August 13, 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 instru-  
ments 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 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 attorney's 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 des-  
truction 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 in-  
debtedness 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 Mortgagee,  
bear interest at the rate of interest set forth in the indebtedness.

STATE OF INDIANA  
FILED  
LAKELAND COUNTY  
RECORDED  
AUG 6 1984  
WILLIAM S. JOHNSON  
RECORDER

*For Assignment Fee Rec*

767560



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 Mortgagor 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 unencumbered except as to (a) real estate taxes not yet due, (b) usual easements, covenants and restrictions or record, (c) Real Estate Mortgage dated N/A from Mortgagor to N/A in the original amount of N/A which mortgage is not in default and has an unpaid balance of \$ N/A, (d) Other N/A

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 Mortgage has been executed by the Mortgagor on this 23rd day of July, 1984.

x Esther Colbert Young  
Esther Colbert Young  
x D. K. Young  
D. K. Young

x Esther Colbert  
Esther Colbert

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP MORTGAGOR

STATE OF INDIANA )  
) SS:  
COUNTY OF Lake )

Before my, David E. Black, a Notary Public in and for said County and State, on this 30 day of July, A.D., 1984, personally appeared Esther Colbert Young and D. K. Young, AKA Ether Colbert, Husband & Wife

personally known 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:

9-26-86

David E. Black  
Notary Public

David E. Black, Res. of Porter Co.

This instrument prepared by: Allan Fefferman, President

P.O. Box 8030  
Indianapolis, Ind.

**767560**

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the annexed Mortgage to Holloway Lumber & Construction Co., Inc which is recorded in the office of the Recorder of Lake County, Indiana is hereby assigned and transferred to Bank of Indiana, National Association without recourse upon the mortgage.

Witness the hand and seal of said mortgagee, this 30 day of July, 1984

HOLLOWAY LUMBER & CONSTRUCTION CO., INC.

Allan Fefferman (SEAL)  
Allan Fefferman, President

State of Indiana, County of Lake

Before me, Connie E. Webb, a Notary Public in and for said County and State, on July 30, 1984, personally appeared Allan Fefferman, known to me to be the person who executed the foregoing assignment.

My Commission Expires: 2-6-88

Connie E. Webb  
Notary Public

Connie E. Webb, Res. of Porter Co.

This Instrument Prepared By: Allan Fefferman

For mortgage per doc 767559

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