INDIANA DIVISION

8-410026 LD 0-4003

776007

REAL ESTATE MORTGAGE

		WITNESSETH,	that	John Tica	and Nata	lie S.	Tica,	Husband	
a	nd Wife								
of	Lake	County	, State c	f Indiana	, whether	one or	more	herein	called
Mort	gagor, MOR	IGAGES AND WA	ARRANTS I	O Bank o	f Indiana	, Natio	nal As	sociati	.on
with	an office	located at	1000 E.	80th Place	e, Merril	lville,	India	na	
here	after call	ed the Mortg	agee, the	followin	g describ	ed real	estat	e in _	Lake
Coun	ty, State	of Indiana,	to-wit:						

See Attached Exhibit "A" for legal description

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.

DMICAGO TITLE INSURANCE COMPANY John Tica Construction, Inc. This mortgage is given to secure (a) the payments of Montgagons Promissory Note , 19 84 payable to the Mortgagee dated October 9 in the amount of Fifty Thousand Dollars and 00/100----------(\$ 50,000.00-----) with a final payment due and payable on January 7 , 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 secure , or any other instruments signed by the Mortgagor in conjunction with the indebtedness secured by this mortgage, and (b) In addition, this mortgage is given to secure any and all other indebtedness or liabilities (except loans subject to the Federal Truth in Lending Act) of Mortgagors to Mortgagee or either or any of them, jointly or severally, including future advances, whether said indebtedness, liabilities or future advances be direct or indirect, primary or secondary, or contingent, which may be existing at this time or may be created at any time in the future, whether or not related to, or of the same class as the specific debt secured herein, and whether or not secured by additional or different collateral.

The Mortgagor for himself, his heirs, executors, administrators, successors, and dortgagor for himself, his heirs, executors, administrators, successors, and constructions and agrees with said Mortgagee, its successors and assigns as covenants and agrees with said Mortgagee, its successors and assigns as coverants.

1. If there is a default in the payment of any indebtedness hereby secured and the construction of the constr assigns covenants and agrees with said Mortgagee, its successors and assigns as follows:

- or in the performance of any of the Mortgagor's covenants set forth in this martgage, or other instruments signed in conjunction with the indebtedness this mortgage secured, 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 Operation 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 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.

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- 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 Mortgagee, 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 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 of record, (c) Real Estate Mortgage dated June 17, 1976
from Mortgagor to Security Federal Savings and Loan Association of Lake County
in the original amount of \$28,000.00
Which mortgage is not in default and has an unpaid balance of \$,
(d) Other

- 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

day of <u>October</u> , 19 84.
A CER
Ratalie A Vuen
Natalie S. Tica
ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP MORTGAGOR
STATE OF INDIANA) SS: COUNTY OF Lake)
Before me, Sandra J. Porter, A Notary Public in and for said County and State, on this 9th day of October, A.D., 19 84, personally appeared John Tica and Natalie Tica, Husband and 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:
Team a resident of Lake County Notary Public Sandra . Porter
This Instrument prepared by: Richard C. Simaga, an Officer of Bank of Indiana, NA

Return to: Bank of Indiana, NA 1000 E. 80th Place Merrillville, IN Attn: Valerie

EXHIBIT "A"

Tract 1: Part of the East Half of the Southwest Quarter of Section 20, Township 35 North, Range 9 West of the 2nd P.M., commencing at a point 265.0 feet South of the Northwest corner of said East Half of the Southwest Quarter; thence running South 170.0 feet; thence East 512.90 feet; thence Northeasterly 224.35 feet to a point which is 659.30 feet East of the place of beginning; thence West 659.30 feet to the place of beginning, in Lake County, Indiana.

Tract 2: The North 100.0 feet of that part of the East Half of the Southwest Quarter of Section 20, Township 35 North, Range 9 West of the 2nd P.M. commencing at a point 435.0 feet South of the Northwest corner of said East Half of the Southwest Quarter; thence running East 512.90 feet; thence in a Southwesterly direction on a straight line, 747.48 feet to a point on the West line of said tract which is 997.38 feet South of the Northwest corner of said East Half of the Southwest Quarter; thence North on said West line, 562.38 feet to the place of beginning, in Lake County, Indiana.

Commonly known as: 8111 Patterson, Dyer, Indiana

John Tica

Natalie S Tica