

Return to: Bank of Indiana, NA
1000 E. 80th Place
Merrillville, IN 46410
Attn: Valerie, Loan Dept

#0-4023 A 409600 LD

784567

REAL ESTATE MORTGAGE

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

THIS INDENTURE WITNESSETH, that Jerry S. Kirk and Ursula B. Kirk,
Husband and Wife
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 E. 80th Place, Merrillville, IN 46410
hereafter called the Mortgagee, the following described real estate in Lake
County, State of Indiana, to-wit:

Lot 3, Huppenthal's Second Subdivision to Schererville, as shown in
Plat Book 37, page 30, in Lake County, 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 (a) the payments of ~~Mortgage~~ Promissory Note
payable to the Mortgagee dated December 3, 19 84 in the amount of
Fifty Thousand Dollars and 00/100-----(\$ 50,000.00-----)
with a final payment due and payable on December 3, 1989 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 the
same class as the specific debt secured herein, and whether or not secured by additional
or different collateral.

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD
DEC 11 1984
WILSON BILLY JR
RECORDER

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
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 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 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 September 27, 1968 from Mortgagor to Hoosier State Bank of Indiana in the original amount of \$20,000.00 Which mortgage is not in default and has an unpaid balance of \$ _____, (d) Other Real Estate Mortgage dated November 14, 1980 to Bank of Indiana, National Association for \$31,236.48

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 but the Mortgagor on this 3rd day of December, 19 84.

Jerry S. Kirk
Jerry S. Kirk
Ursula B. Kirk
Ursula B. Kirk

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP MORTGAGOR

STATE OF INDIANA) SS:
COUNTY OF Lake)

Before me, Valerie J. Mager, A Notary Public in and for said County and State, on this 3rd day of December, A.D., 19 84, personally appeared Jerry S Kirk and Ursula B. Kirk, 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:
4-30-88

Valerie J. Mager
Notary Public Valerie J. Mager

Resident of Lake County
This Instrument prepared by: Richard C. Simaga, an officer of Bank of Indiana