

787429

REAL ESTATE MORTGAGE

John D. Rhame  
2884 Willowcreek Rd  
Portage, Ind.

THIS INDENTURE WITNESSETH, That ROBERT C. MILSAP, JR. and CARMEN D. MILSAP  
Husband and Wife

3

of Lake County, in the state of Indiana hereinafter called  
the mortgagors, MORTGAGE AND WARRANT TO: BASE FEDERAL CREDIT UNION  
Credit Union, 150 N. Buchanan Street, Gary, Indiana

of Lake County, Indiana, hereinafter called the mortgagee, the following described  
real estate in Lake County, Indiana, to wit:

Lot 2 in Block 1 in Scarsdale Fourth Addition to Gary, as per plat  
thereof, recorded in Plat Book 28, page 10, in the Office of the  
Recorder of Lake County, Indiana.

STATE OF INDIANA  
CLERK OF SUPERIOR COURT  
LAKELAND, INDIANA  
JAN 8 11 40 AM '85  
RUDOLPH CLAY  
RECORDER

together with all of the rights, privileges, appurtenances and improvements thereunto  
appertaining and belonging and together with the rents, issues and profits thereof.

TO SECURE THE PAYMENT when the same shall become due of any and all existing notes of  
the mortgagors, or either of them, and all existing indebtedness and liabilities of the  
mortgagors, or either of them, in favor of the mortgagee and of any and all promissory  
notes which are concurrently herewith or may be hereafter during a period of three (3)  
years from this date executed by the mortgagors, or either of them in favor of the  
mortgagee and to secure any and all other indebtedness and direct or contingent liabilities  
of the mortgagors, or either of them, concurrently or hereafter incurred by the mortgagors,  
or either of them, in favor of the mortgagee, or acquired by the mortgage against either  
or both of the mortgagors.

The mortgagee agrees to advance by way of a loan, or loans, to the mortgagors, or either  
of them, during such three (3) year period such sum, or sums, of money as the mortgagors  
or either of them, may request, upon such terms as to maturity and interest rate as the  
mortgagee shall fix and approve provided such loans are in accordance with sound banking  
practices and existing laws and regulations of the State of Indiana pertaining thereto  
and qualify a sound investments for the mortgagee when requested and provided further  
that the total principal debt outstanding hereunder shall not exceed

\$ 8,000.00 at any one time.

Whenever requested, mortgagors agree to furnish mortgagee with a current, certified,  
accurate and complete financial statement.

It is covenanted and agreed that this mortgage shall be a continuing security for all  
such indebtedness and liabilities and for any sum, or sums, advanced by the mortgagee  
as aforesaid, and it is expressly agreed that any note, or notes, executed hereunder  
may be paid in whole or in part and thereafter subsequent and further advances may be  
made and new notes executed and this mortgage shall at all times secure the payment of  
any and all of such advances and note and any and all renewals and extensions thereof,  
and any and all renewals and extensions thereof, and any and all additional notes executed  
according to the terms hereof, along with any and all other indebtedness and/or liability  
of the mortgagors, or either of them, to the mortgagee. In the event the whole or any  
part of any one of the notes secured hereby or any interest thereon is not paid at  
maturity or any indebtedness or liability secured hereby is not paid or discharged when  
due, or in the event the mortgagors breach or fail to promptly or faithfully perform  
any one of their covenants herein contained, then all notes and debts and liabilities  
hereby secured shall, at the option of the mortgagee, and without notice, become  
immediately due and payable and, thereupon, this mortgage may be immediately foreclosed  
for the collection of all notes, indebtedness and liabilities hereby secured.

The mortgagors agree to pay all reasonable attorney's fees and other expenses of the  
mortgagee for the collection of any indebtedness, liabilities or notes hereby secured  
or incurred by the mortgagee in protecting or enforcing the security of this mortgage,  
either with or without suit.

10/8

THE MORTGAGORS FURTHER EXPRESSLY AGREE AND COVENANT AS FOLLOWS:

- (1) To pay the note, or notes, and the debts and liabilities secured hereby promptly as it or they become due, and to pay all interest and attorney's fees according to the terms of said note, or notes;
- (2) To pay all taxes, assessments and impositions levied and imposed upon the real estate above described and the improvements thereon as the same become due and payable and within the (10) days after any of such taxes, assessments or impositions, or any installments thereof, shall be due and payable, to furnish and exhibit to the Cashier of the mortgagee valid receipts evidencing such payments and, failing so to do, the mortgagee may pay the same and the money so paid by the mortgagee shall become a part of the debt secured by and collectible under this mortgage;
- (3) To keep all buildings and improvements now on or hereafter erected upon said real estate and all equipment attached thereto insured against loss or damage by fire, lightening, windstorm, tornado, cyclone and hail and war damage in some responsible insurance company satisfactory to the mortgagee and in no event less than the full debt from time to time secured by this mortgage, with proper and sufficient mortgage or loss payable clauses upon each of the policies of such insurance in form satisfactory to the mortgagee, payable to the mortgagee as its interest may appear under this mortgage and the note, or notes, secured hereby, and to deliver to and leave in the possession of the mortgagee any and all such policies of insurance as issued, with receipts showing the payment of the full premium, or premiums, on such policies, and, failing so to do the mortgagee may procure and pay for such insurance and the amounts paid shall become a part of the debt secured by and collectible under this mortgage;
- (4) That the abstract of title, or title policy, covering the real estate herein mortgaged shall be the absolute property of the mortgagee until the debt secured by this mortgage is paid in full and that at any time it sees fit, the mortgagee may procure and pay for a continuation, or continuations, of such abstract or a later date title policy, or policies, and any amount, or amounts, so expended by the mortgagee for such purpose shall become a part of the debt secured by and collectible under this mortgage;
- (5) That the lien of this mortgage shall include all trees, shrubbery, equipment, appliances and fixtures now or hereafter located upon or attached to the real estate above described and that the mortgagors shall not in any way make any material alterations in the improvements now on or hereafter erected upon real estate, or remove the whole or any part of such improvements or the aforesaid equipment, appliances, fixtures, trees or shrubbery without the written consent of the mortgagee;
- (6) That the mortgagee may at its option pay the whole or any part of any lien upon said real estate, improvements, equipment, appliances or fixtures; whether any such lien or liens be prior and senior or subsequent and junior to the lien of this mortgage and that any amounts so paid by the mortgagee for any such purposes shall become a part of the debt secured by and collectible under this mortgage.
- (7) That the mortgagors shall not sell, mortgage, convey or dispose of any of the security covered by this mortgage without the written consent of the mortgagee;
- (8) That, in the event the premises herein mortgaged or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the mortgagee to apply upon any debt which may be secured by this mortgage and that any amounts paid under any insurance policy, or policies, for any loss or damage on or to the security hereby mortgaged shall be paid directly to the mortgagee and applied by the mortgagee first to the payment of the balance remaining unpaid on any note or debt secured by this mortgage the balance, if any, to be paid to the mortgagors or their successors in interest, and that the mortgagee is hereby irrevocably authorized for and on behalf of the mortgagors or their successors to receive and receipt for any such monies under any insurance policy, or policies, covering loss or damage to the security herein mortgaged, and for any award for any of said real estate taken under right of eminent domain;
- (9) That upon the filing of any complaint to foreclose this mortgage, the mortgagee shall be entitled to have a receiver appointed by the court to take possession of the security herein mortgaged and to collect the rents, issues and profits of and from said security and to hold the same, subject to the orders of said court or the Judge thereof, for the benefit of the mortgagee, pending the final decree in such foreclosure proceeding or pending the sale of said security pursuant to such decree and such receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness secured by this mortgage;
- (10) That the mortgagors will not suffer, permit or commit any waste or commit any act which would impair or depreciate the value of the security herein mortgaged, and that said mortgagors will keep the buildings, improvements, equipment, appliances and fixtures now located upon or hereafter erected or placed upon the above described real estate in a good condition and state of repair at all times;

(11) That, in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in any person, or persons, other than the mortgagors, the mortgagee may, without notice to the mortgagors, deal with such successor, or successors, in interest with reference to this mortgage and the debt hereby secured in the same manner as with the mortgagors, without in any way vitiating or discharging the mortgagors' liability hereunder, or upon the debt hereby secured, and the mortgagee may, in such event, extend the time for the payment of said indebtedness or the performance of any or all of the covenants hereof, or reduce the payments to be made upon such indebtedness, and any such extension, or reduction, shall not release the mortgagors from their liability under said note and this mortgage;

(12) To pay any and all mechanic's, laborer's, or materialmen's liens, which may be or may become a lien upon the real estate herein described; also, to pay any prior liens or encumbrances which may at the time this mortgage is executed be a lien upon said premises, and to pay any and all outstanding claims lessening the legal or equitable interest and title of the mortgagors in and to said premises;

(13) To pay, in case of the mortgagee's placing this mortgage and/or the note, or notes, hereby secured in the hands of an attorney for collection, or in case of any legal proceedings wherein the mortgagee herein should be required to defend or protect its rights, interest or lien under this mortgage and the debt secured hereby, all reasonable attorney's fees, expenses and costs incidental thereto, and upon failure of the mortgagors to pay the same, the mortgagee may do so and the same shall, thereupon, become and be a part of the debt secured by this mortgage; also, in case of the foreclosure of this mortgage, to pay reasonable attorney's fees for such foreclosure and services incidental thereto.

Upon the written request of the mortgagors made at any time when all notes, debts and liabilities hereby secured are paid in full, the mortgagee agrees to release this mortgage.

IN WITNESS WHEREOF, said mortgagors have hereunto set their hands and seals this

28th day of December, 1984.

*Robert C. Milsap, Jr.* (Seal)  
ROBERT C. MILSAP, JR.

*Carmen D. Milsap* (Seal)  
CARMEN D. MILSAP

STATE OF INDIANA, COUNTY OF PORTER, SS:

Before me, the undersigned, a notary public in and for the aforesaid county and state

this 28th day of December, 1984, personally appeared \_\_\_\_\_

ROBERT C. MILSAP JR., nad CARMEN D. MILSAP, Husband and Wife  
and acknowledge the execution of the foregoing mortgage.

WITNESS my hand and notarial seal.

10-08-88

My commission expires

*Shawn D. Helms*  
Notary Public

This instrument prepared by:

JOHN M. RHAME, III  
Attorney at Law  
2684 Willowcreek Road  
Portage, Indiana 46368  
Phone: 883-9777 or 762-0494