

788846  
**N national bank**  
of South Bend

Mail Recorded Copy of Mortgage:  
National Bank & Trust  
127 W. Wayne  
South Bend, IN 46601

Mail Tax Bills To:

Lulu Evelyn Cottrell Pilnock  
5609 E. 5th Place  
Gary, Indiana 46403

MORTGAGE

WORDS USED IN THIS DOCUMENT

**MORTGAGE:** This document which is dated January 10, 1985, will be called the "MORTGAGE".

**BORROWER:** Lulu Evelyn Cottrell Pilnock (Full Name of Each) residing at 5609 E. 5th Place Gary, Indiana 46403 will be called the "BORROWER" or "I".

**LENDER:** National Bank and Trust Company of South Bend, a national banking association with its principal office at 127 West Wayne Street, South Bend, St. Joseph County, Indiana, will be called the "LENDER".

**NOTE:** The note signed by the BORROWER and dated January 10, 1985, will be called the "NOTE". The NOTE shows that I owe the LENDER Five Thousand Forty Two Dollars & Ninety

Cents Dollars (\$ 5042.90 ) plus interest, which

I have promised to pay in monthly installments of principal and interest and to pay in full by 1-8-90 together with any extension and/or renewals thereof.

BORROWER'S TRANSFER TO LENDER OR RIGHTS IN THE PROPERTY

I mortgage, grant and convey to LENDER the property which is described in this MORTGAGE, subject to the terms of this MORTGAGE. This means that I am giving LENDER those rights that are stated in this MORTGAGE and also those rights that the law gives to LENDERS who hold MORTGAGES on real property. These rights are given by me to protect LENDER from possible losses that might result if I fail to:

- A. Pay all the amounts that I owe LENDER as stated in the NOTE;
- B. Pay, with interest, any amounts that LENDER spends under this MORTGAGE, to protect the value of the property and LENDER'S rights in the property; and
- C. Keep all my other promises and agreements under this MORTGAGE.

DESCRIPTION OF THE PROPERTY

I give LENDER rights in the property which is located at \_\_\_\_\_

This property is in \_\_\_\_\_ Township, \_\_\_\_\_ Lake County, in the State of Indiana. It has a legal description as follows:

Lots 33 and 34, Block 2, Charles F. Blank's Resubdivision of Block 13, in the City of Gary, as shown in Plat Book 8, page 20 in Lake County, Indiana.

STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD  
JAN 18 12 03 PM '85  
RUDOLPH CLAY  
RECORDER

I understand that this property includes:

- A. All buildings and improvements located on the real estate;
- B. All rights in other property I may have as owner of the property described, which are known as "easements";
- C. Rents and royalties from the property;
- D. All mineral, oil, gas and water rights that are part of the property;
- E. All fixtures that are now on the property or in the buildings and improvements. Fixtures are usually items that are physically attached to buildings such as hot water heaters or furnances; and
- F. All fixtures, improvements, buildings or replacements of them.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY

I promise that I lawfully own the property which has been described and that I have a right to convey it to the LENDER. There are no claims or charges against the property other than those which I have told LENDER about or which are a matter of public record.

BORROWER'S PROMISES

I promise and I agree with LENDER as follows:

- A. I will pay to LENDER when due the principal and interest under the NOTE;
- B. I will keep all taxes and charges against the property paid as they come due, and I will keep the buildings and improvements on the property insured against loss under an insurance policy which lists the LENDER as a beneficiary for an amount at least equal to the amount due under the NOTE and this MORTGAGE; and
- C. If I do not pay the taxes or carry insurance as I promised to do, the LENDER may pay the taxes or obtain and pay for insurance and I will repay the LENDER for the amount of the taxes and insurance premiums, and I will also pay to the LENDER interest at the same rate I agree to pay in the NOTE until I have repaid these amounts to LENDER in full.

5/8



LENDER'S APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, LENDER will apply each of my payments under the NOTE in the following order:

- A. First, to repay amounts paid by LENDER for taxes and insurance, together with the interest which may have accrued on these amounts;
- B. Next, to pay the cost of credit life insurance or credit disability insurance, if any, due under the NOTE;
- C. Next, to pay interest then due under the NOTE;
- D. Next, to pay principal then due under the NOTE.

LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS

- A. IF I FAIL TO KEEP ANY PROMISE MADE IN THIS MORTGAGE, INCLUDING THE PROMISES TO PAY WHEN DUE THE AMOUNTS I OWE TO THE LENDER, THE LENDER MAY REQUIRE THAT I PAY IMMEDIATELY THE ENTIRE AMOUNT THEN REMAINING UNPAID UNDER THIS MORTGAGE. LENDER MAY DO THIS WITHOUT MAKING ANY FURTHER DEMAND FOR PAYMENT. THIS REQUIREMENT WILL BE CALLED "IMMEDIATE PAYMENT IN FULL";
- B. IF LENDER REQUIRES IMMEDIATE PAYMENT IN FULL, LENDER MAY BRING A LAWSUIT TO TAKE AWAY ALL OF MY REMAINING RIGHTS IN THE PROPERTY AND TO HAVE THE PROPERTY SOLD. IF THIS PROPERTY IS LOCATED IN MICHIGAN, THEN, LENDER ALSO HAS A POWER OF SALE, WHICH MEANS THAT WITHOUT FILING A LAWSUIT, THE LENDER MAY SELL THE PROPERTY AFTER GIVING ME NOTICE AND PUBLISHING NOTICE OF THE SALE OF THE PROPERTY AND POSTING THIS NOTICE ALL AS IS REQUIRED BY LAW;
- C. IF THE PROPERTY IS SOLD, EITHER BECAUSE OF A LAWSUIT OR BECAUSE OF THE NOTICE OF SALE, THE LENDER MAY PURCHASE THE PROPERTY AT THE SALE. ANY AMOUNTS RECEIVED FROM THE SALE SHALL BE APPLIED FIRST TO PAY ALL REASONABLE COSTS AND EXPENSES OF THE SALE WHICH MAY INCLUDE ALL REASONABLE ATTORNEY'S FEES INCURRED BY THE LENDER, NEXT TO ALL SUMS WHICH REMAIN UNPAID UNDER THE NOTE OR MORTGAGE AND FINALLY, ANY AMOUNTS REMAINING SHALL BE PAID TO ME UNLESS THERE IS A PERSON WHO IS OTHERWISE LEGALLY ENTITLED TO THE MONEY;
- D. IF LENDER HAS DEMANDED IMMEDIATE PAYMENT IN FULL, THE SALE CAN BE PREVENTED ONLY IF THE BORROWER PAYS TO THE LENDER ALL SUMS WHICH WOULD HAVE BEEN DUE IF ALL THE PROMISES TO PAY HAD BEEN KEPT AND, ADDITIONALLY, THE BORROWER CORRECTS ANY OTHER SITUATION WHICH AMOUNTED TO A BREACH OF A PROMISE OR AGREEMENT, AND IN ADDITION PAYS ALL OF THE EXPENSES WHICH THE LENDER HAD INCURRED IN DEMANDING IMMEDIATE PAYMENTS IN FULL AND IN TAKING NECESSARY STEPS TO HAVE THE PROPERTY SOLD, WHICH INCLUDE THOSE REASONABLE ATTORNEY'S FEES WHICH THE LENDER INCURRED.

AGREEMENT ABOUT GIVING NOTICES REQUIRED UNDER THIS MORTGAGE

Unless the law requires otherwise, any notice that must be given to me under this MORTGAGE will be given by delivering it or by mailing it addressed to me at the address listed in the "DESCRIPTION OF THE PROPERTY". A notice will be delivered or mailed to me at a different address only if I give LENDER a notice in writing of my different address. By signing this MORTGAGE, I agree to all of the above.

WITNESSES:

Lulu Evelyn Cottrell Pilnock  
Lulu Evelyn Cottrell Pilnock Borrower

Borrower

STATE OF INDIANA ) \*  
                          ) SS:  
COUNTY OF ST. JOSEPH )

Before me, the undersigned, a resident of and a Notary Public in and for St. Joseph County, Indiana, personally appeared Lulu Evelyn Cottrell Pilnock known to me personally, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 10th day of January, 19 85

My Commission Expires:  
11-15-88

June Meissner  
June Meissner, Notary Public  
Resident of ST. Joseph County