Thomas Burke Dye THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY, THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF 8585 CORRECTIVE REAL ESTATE MORTGAGE

This indenture witnesseth that

LAW AND SHOULD BE DONE BY A LAWYER

PAUL D. FULLER and MICHELLE FULLER, husband and wife

LAKE COUNTY, STATE OF INDIANA,

as MORTGAGOR,

Mortgages and warrants to JOHN W. BARDENS, Trustee, pursuant to Trust Agreement dated July 29, 1984,

of LAKE COUNTY, STATE OF Indiana, as MORTGAGEE,

the following real estate in-State of Indiana, to wit:

LAKE

County

The North 115 feet of the East 1/2 of Lot 14, Union Addition to the Town of Lowell, as shown in Miscellaneous Record "A", page 504, Lake County, Indiana, commonly known as 155 Castle Street, Lowell, Indiana

as well as the rents, profits and any other income which may be derived therefrom, to secure the performance of all conditions and stipulations of this agreement and:

A To secure the payment, when the same shall become due, of the following indebtedness of even date herewith: The sum of TWENTY-TWO THOUSAND DOLLARS (\$22,000.00) as evidenced by a Promissory Note of even date herewith, payable as provided in said Note in 216 equal monthly installments of TWO HUNDRED NINETEEN DOLLARS AND NINETY-SEVEN CENTS (\$219.97) each, commencing October 1, 1984, and ending September 1, 2002,

with interest at the rate of 10 per cent per annum computed monthly during such period when there shall be no delinquency or default in the payment of any moneys to be paid on this obligation but with interest at the rate of regin per cent per annum computed zouckonincoly during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisement Laws, and with attorney's fees;

B Also securing any renewal or extension of such indebtedness;

C Also securing all future advances to the full amount of this mortgage;

D Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor agrees to pay to Mortgagee, in addition to the regular payments, an amount in equal monthly installments which will cover future payments of taxes, insurance and assessments against said real estate; and these payments shall constitute a trust fund out of which all future taxes, insurance and assessments shall be paid by Mortgagee so far as it shall cover such payments, and any deficiency shall be paid by Mortgagor as and when the payments become due, and manent surplus shall be credited to the principal.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.

- 2. To exercise due diligence in the operation, management and occupation of said real estate and the improvemnts thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.
- 3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.
- 4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.
- 5. In case any part of the premises is appropriated under the power of cminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.
- 6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.
- 7. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of eight per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereof, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.
- 8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.
- 9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

## 10. Additional Covenants:

The additional covenants contained in paragraphs 11 through 15 on the attached rider are a part of this Mortgage and are incorporated herein.

State of Indiana,	LAKE	County, ss:	Dated this 7th day of February 1985
Before me, the undersing and State, this 7th personally appeared: MICHELLE FULLER,	h day of PAUL D. FU		PAUL D. FULLER Seal
ā.·.			MICHALE FULLER Seal
			Seal
And acknowledged the	execution of th	ne foregoing mortgage. In wi	Seal
ness, where, I have here ficial seal. My commiss	eunyo subscribed	I my name and affixed my o	of-
	W CARBERI		blic Seal
	nt of Lake		Attorney at Law:
This instrument prepared by		oadway, Suite 610	
Mail to:	Merrill	ville, IN 46410	
mail to.	(219) 7	69-1313	

RIDER ATTACHED TO AND FORMING A PART OF A CERTAIN REAL ESTATE MORTGAGE

DATED:

FROM: PAUL D. FULLER and MICHELLE FULLER,

Husband and Wife, as Mortgagor

TO: JOHN W. BARDENS, Trustee, pursuant to Trust Agreement dated July 29,

1983, as Mortgagee

- 11. This is a purchase money mortgage made to secure part of the purchase price and consideration expressed in a Deed this day given by Mortgagee to Mortgagor, and intended to be recorded simultaneously herewith.
- 12. So long as any of the indebtedness hereby secured shall remain outstanding and unpaid, Mortgagor agrees to pay all taxes, assessments, and other charges that may be levied or assessed upon or against the mortgaged premises as they become due and payable. Mortgagor shall deposit with Mortgagee, upon request, all receipts for taxes or other evidence of the payment of the same, satisfactory to Mortgagee.
- 13. This Mortgage shall become due and payable forthwith at the option of the Mortgagee if the Mortgagor shall convey said premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.
- 14. Should Mortgagor fail to insure said property or to deliver insurance policies to Mortgagee or to pay taxes or assessments which may be assessed against the property, Mortgagee is authorized at his option to secure the same and also to pay taxes and assessments against the property, and Mortgagor hereby agrees to refund, upon demand, any such sums so paid with interest thereon at the rate of Fifteen Percent (15%) per annum, and this Mortgage shall stand as security therefor and any such sums so paid shall become a part of the indebtedness hereby secured.
- 15. This is a corrective real estate mortgage to that certain mortgage dated September 5, 1984 and recorded in the Office of the Lake County Recorder on September 27, 1984 as document number 774011.