

*Thomas Burke Dyerly & Cappel*

*8585 Broadway Merrillville*

CORRECTIVE REAL ESTATE MORTGAGE  
**REAL ESTATE MORTGAGE**

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**This indenture witnesseth that** PAUL D. FULLER and MICHELLE FULLER, husband and wife

of 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 LAKE County State of Indiana, to wit:

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

FEB 20 11 38 AM '85  
RUDDOLPH CLAY  
RECORDER  
FILED IN RECORD

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 ~~15~~ <sup>10</sup> per cent per annum computed ~~monthly~~ <sup>monthly</sup> 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 Appraisal 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 any permanent 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.

*700/E*



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

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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.