INDEMNIFYING MORTGAGE K-22

111 M. Fourth De Kentland on.

796777

THIS INDENTURE WITNESSETH That Kenneth J. Galliher and Judith Galliher, husband and wife

of Newton County, Indiana, hereinaster called mortgagor (whether one or more than one), does hereby mortgage and warrant to Kentland Bank of Kentland, Indiana, hereinaster called mortgagee, the following described real estate in Lake County, Indiana, to-wit:

The South half of the Southwest quarter of the Northwest quarter of Section 35, Township 32 North, Range 9 West of the Second P.M., (except the North 9 Acres thereof) in Lake County, Indiana.

This mortgage is executed to secure existing and future loans made by the Kentland Bank to mortgagor. That mortgagor has cur

rently borrowed, or is borrowing, the principal amount of \$_\$210.000.00 Dollars from the Kentland Bank and this mortgage is given to secure repayment of said loan. That said loan shall be evidenced by a promissory note bearing interest at 14.5 % and which refers to this indemnifying mortgage. Kentland Bank may also make additional advancements to mortgagor over the above mentioned figure and if such advancements are made, they also shall be secured by this indemnifying mortgage. That such additional advancements shall be at the discretion of the Kentland Bank, shall be at an interest rate to be

agreed to, and shall not exceed the principal amount of \$85,000.00 for a total of \$295,000.00

It is agreed that this mortgage is a continuing security for the repayment to mortgagee of any sum or sums advanced to borrower by mortgagee under the provisions of this mortgage; and it is expressly agreed that should any sum now or hereafter secured by this mortgage be reduced by payment or otherwise, such reduction shall not be an extinguishment pro tante of this mortgage, but said mortgage shall remain as a security for any advances made after as well as before any such reduction.

It is further agreed that at the expiration of six months from date, the mortgagee may at its option extend the period of its agreement to make advances under this mortgage for an additional term of six months, and successively thereafter at the end of each six months period may at its option make like extensions which extensions may be evidenced merely by the making of such advances after the expiration of each such six months.

The mortgagee may, at any time or times in succession, without notice, extend the time of payment of any part or all of the indebtedness hereby secured to any person or persons then under obligation to pay such indebtedness or having an interest in the property affected by the lien hereby created, upon such terms as may be agreed upon by the mortgagee and the party requesting the extension. In case of any such extension the lien of this mortgage shall not be impaired but shall continue without change, valid and subsisting, securing the payment of each note so extended or given in renewal of such indebtedness.

Upon the written request of mortgagor, made at any time when the notes secured by this mortgage are paid in full, the mortgagee will release this mortgage of record.

Mortgagor expressly agrees to pay the sum of money secured by this mortgage without relief from valuation or appraisement laws, and with attorney's fees; and agrees that if any part of said mortgage debt, either principal or interest, shall not be paid when due then all of said debt shall at the option of mortgagee become immediately due and collectible, and this mortgage may be foreclosed accordingly. Mortgagor further agrees that until all of said mortgage debt shall be paid, mortgagor will keep all legal taxes and charges against said real estate paid as the same shall become due, and will keep the buildings on said real estate insured for tornado and for fire in an insurance company acceptable to mortgagee for the benefit of mortgagee as its interest may appear, in an amount equal to or greater than the unpaid balance of the indebtedness secured by this mortgage; and it is agreed that upon failure of mortgagor so to do, then mortgagee may pay such taxes and insurance, and the amount so paid therefor, together with per cent interest thereon from date of payment, shall be and become a part of the debt secured by this mortgage.

INWITNESS WHEREOF said mortgagor has hereunto set		•	hand and seal this 22 day		
March, 1985	their	nunu u			uu, o.
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Kenneth J. Galliher

Kenneth J. Galliher

Judich Hallehie (SEAL)

Júdith Galliher
STATE OF INDIANA) SS: COUNTY OF <u>Newton</u>) Before me, the undersigned, a Notary Public, in and for said County and State this <u>22</u> day of <u>March</u> ,
A.D. 19 85, personally appeared
Kenneth J. Galliher and Judith Galliher
witness my hand and Notarial Seal. My Notarial Commission expires: June 26, 1985 Witness my hand and Notarial Seal.

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JBEN' Notary Public G: Bowman, Resident of Newton Co.

Prepared by: ___ Lake Village Branch, Lake Village, In 46349