Return to: Bank of Indiana, N.A.

1000 E. 80th Place
Merrillville, IN 46410

REAL ESTATE MORTGAGE

HIS INDENTURE WITNESSETH, that <u>Walter M. Weaver and Brenda M. Weaver, Husband</u>
f Lake County, State of Indiana, whether one or more herein called
ortgagor, MORTGAGES AND WARRANTS TO First Metropolitan Builders of America. Inc.
ith an office located at300 W. Ridge Road. Gary. Indiana
ereafter called the Mortgagee, the following described real estate in <u>Lake</u>
Ounty, State of Indiana, to-wit:

Legal description: Lot twenty-three (23) in Lincoln Terrace, as per plat thereof, recorded in Plat Book thirty-six (36), page seventeen (17), in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 3729 West 77th Place Merrillville, Indiana

together with all buildings, improvements, appurtenances, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtenant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, easements and hereditaments thereof.

The Mortgagor for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees with said Mortgagee, its successors and assigns as follows:

- 1. If there is default in the payment of any indebtedness hereby secured or in the performance of any of the Mortgagor's covenants set forth in this mortgage or other instruments signed in conjunction with the indebtedness this mortgage secures, or if Mortgagor should abandon the aforesaid property, or if said real estate or any part thereof should be attached, levied upon or seized, or if the Mortgagor should become bankrupt or insolvent or make an assignment for the benefit of creditors, or if a receiver should be appointed for the Mortgagor, then the entire indebtedness aforesaid shall, at Mortgagee's option become immediately due and payable, without notice or demand, and the real estate shall be subject to foreclosure of this mortgage, and the Mortgagee if it elects to foreclose the same shall become entitled to the immediate possession of the aforesaid property together with the rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisement laws and Mortgagor will pay all costs and attorney's fees incurred by Mortgagee in the enforcement of the terms of the abovementioned mortgage.
 - 2. For the duration of any indebtedness hereby secured: (a) the Mortgagor will keep the aforesaid property in its present state of repair, normal wear and, tear excepted; (b) Mortgagor will pay all taxes and assessments imposed on the said property and will otherwise take such action and exercise such forbearance as may be necessary in order that the said property shall not hereafter become subject to any lien or encumbrance superior to this Mortgage; (c) Mortgagor will procure and maintain insurance with insurance companies acceptable to Mortgagee, against damage to or dess truction of the improvements included in sail real estate by fire or windstorm or by any cause customarily included in the term "extended coverage" such insurance, to be in a sum-not at any time less that the value of such improvements or the total of the indebtedness then hereby secured plus all taxes, assessments and indebtedness then secured; by any liens or encumbrances superior hereto on such real estate, whichever is smaller, and to be payable to the Mortgagee as its interest may appear; (d) Mortgagor will deliver the policy or a certificate evidencing said insurance to the Mortgagee and will allow Mortgage possession of the same, and a Mortgagee may collect the proceeds of any insurance: ¿
 - 3. If the Mortgagor shall fail to make any payment or to obtain any insurance, service or materials necessary for the performance of any of Mortgagor's covenants above set forth, then the Mortgagee at its option may do so, and its expenditures for any such purpose shall be added to and become part of the indebtedness hereby secured. Any amount so added shall, from the date of payment thereof by Mortgagee, bear interest at the rate of interest set forth in the indebtedness.

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indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefor, or release any part of the security, or any person liable for	
the indebtedness, without consent of any junior lienholder, and without the consent	
of the Mortgagor. No such extension, reduction renewal or release shall effect the	
priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to	•
the Mortgagee. No delay by the Mortgagee in the exercise of any of its rights hereunde	r
shall preclude the exercise thereof so long as the mortgage is in default hereunder and	
no failure of the Mortgagee to exercise any of his rights because of one default shall	
preclude the exercise thereof for a subsequent default. The Mortgagee may enforce any	
one or more of its rights or remedies hereunder successively or concurrently.	
5. That the Real Estate mortgaged hereby is free, clear, and unemcumbered except	
as to (a) real estate taxes not yet due, (b) usual easements, covenants and restriction or record, (c) Real Estate Mortgage dated 1983	S
or record, (c) Real Estate Mortgage dated	
in the original amount of \$36,000.00	
which mortgage is not in default and has an unpaid balance of \$34,410.24,_	
(d) Other	
6. In the event this mortgage is subject to a mortgage set out in the paragraph above, or any other mortgage or encumbrance is	25
in default or is foreclosed upon, or in the event Mortgagor without Mortgagees prior	
written consent sell or transfer any interest in this real estate then at the option	
of the Mortgagee this Mortgage and the Note or Notes or indebtedness it secures shall	
become immediately due and payable in full and further that the Mortgagee may immediate	ly Cy
foreclose this Mortgage, all without any notice or demand whatsoever.	المُدُدُّ ا
7. The covenants, agreements, and conditions hereof shall be binding upon the	17
Mortgagor and the heirs, personal representatives, successors, and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee and its successors and	CA
assigns. Whenever used, the singular number shall include the plural, the plural	N.
the singular, and the use of any gender shall include all genders.	
IN WITNESS WHEREOF this Mortgage has been executed by the Mortgagor on this 26th	
day of September , 19 85 .	
2:0-0-0-2-10-0	المناف المنجسية
water M. Weaver	
Busho m. Weaver	
Bertah M. Weaver	
ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP MORTGAGOR	
STATE OF INDIANA)	
)SS:	
COUNTY OF Lake Before my, Connie E. Webb, a Notary Public in and for said County	
and State, on this 26th day of September , A.D., 1985, personally appeared	
-Walter M. Weaver and Bertha M. Weaver, Husband & Wife	1
personally known to me to be the person(s) who (is) (are) described	
in and who executed the foregoing mortgage, and acknowledged the same to be (his)	
(their) voluntary, act and deed for the uses and purposes therein set forth.	
WITNESS my hand and official seal	
My commission expires: 2-6-88 (mnie l. Webb	
Notary Public	
Connie E. Webb, Res. of Porter Co.	21
This distributions prepared by: Allan Fefferman	
	*132.7
ASSIGNMENT OF MORTGAGE	2111
FOR VALUE RECEIVED, the annexed Mortgage to First Metropolitan Builderscof. America	Phie
which is recorded in the office of the Recorder of Lake County, Indiana	
is hereby assigned and transferred to Bank of Indiana, National Association	1/43
without recourse upon the mortgage.	37.0
Witness the hand and seal of said mortgagee, this 3rd day ofOctober	
FIRST METROPOLITAN BUILDERS OF AMERICA, INC. Allan Fefferman, President	1 4 11/2
FIRST METROPOLITAN BUILDERS OF AMERICA, Allan Fefferman, President	A STATE OF
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State of <u>Indiana</u> , County of <u>Lake</u>	
Before me, Connie E. Webb, a Notary Public in and for said County and	
State, on October 3, 1985, personally appeared Allan	
Fefferman known to me to be the person who executed the foregoing	

The Mortgagee at its option may extend the time for the payment of any

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assignment.

My Commission Expires: 2-6-88

This Instrument Prepared By: Allan Fefferman

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Notary Public Connie E. Webb, Res. of Porter Co.