

4. The Mortgagee at its option may extend the time for the payment of any 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 hereunder 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 unencumbered except as to (a) real estate taxes not yet due, (b) usual easements, covenants and restrictions or record, (c) Real Estate Mortgage dated 1983 from Mortgagor to Liberty Savings Association 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 and that prior mortgage or encumbrance is 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 immediately foreclose this Mortgage, all without any notice or demand whatsoever.

7. The covenants, agreements, and conditions hereof shall be binding upon the 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 assigns. Whenever used, the singular number shall include the plural, the plural 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, 1985.

Walter M. Weaver
Walter M. Weaver
Bertha 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

personally known to me, and 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

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

This instrument prepared by: Allan Fefferman



323478 ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the annexed Mortgage to First Metropolitan Builders of America which is recorded in the office of the Recorder of Lake County, Indiana is hereby assigned and transferred to Bank of Indiana, National Association without recourse upon the mortgage.

Witness the hand and seal of said mortgagee, this 3rd day of October, 1985

FIRST METROPOLITAN BUILDERS OF AMERICA, INC. Allan Fefferman, President

State of Indiana, County of Lake
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 assignment.

My Commission Expires: 2-6-88

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

This Instrument Prepared By: Allan Fefferman

323478
For Mtg Sec Doc #