

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 10/23/79 from Mortgagor to Kissell Company in the original amount of \$27,000.00 which mortgage is not in default and has an unpaid balance of \$ 20,563.21, (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 17th day of October, 19 85.

*Patricia A. Gray*  
\_\_\_\_\_  
Patricia A. Gray

KNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP MORTGAGOR  
)  
) SS: \_\_\_\_\_  
)  
I, Donna M. Pearson, a Notary Public in and for said County and State of Indiana, on this 17th day of October, A.D., 19 85, personally appeared Patricia A. Gray

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: 9-12-86  
*Donna M. Pearson*  
\_\_\_\_\_  
Notary Public  
Donna M. Pearson, Resident of Lake County

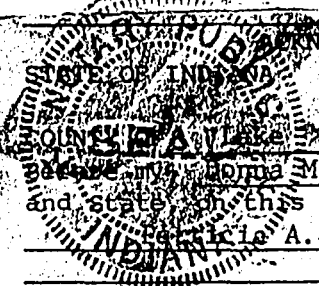
This instrument prepared by: Allan Fefferman

ASSIGNMENT OF MORTGAGE  
FOR VALUE RECEIVED, the annexed Mortgage to First Metropolitan Builders of America, Inc. 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 23rd day of October  
FIRST METROPOLITAN BUILDERS OF AMERICA, INC.  
BY: *Allan Fefferman*  
\_\_\_\_\_  
BY: Allan Fefferman, President

State of Indiana, County of Lake  
Before me, Donna M. Pearson, a Notary Public in and for said County and State, on October 23, 19 85, personally appeared Allan Fefferman known to me to be the person who executed the foregoing assignment.  
My Commission Expires: 9-12-86  
*Donna M. Pearson*  
\_\_\_\_\_  
Notary Public Donna M. Pearson  
Resident of Lake County  
This Instrument Prepared By: Allan Fefferman

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See Noty See Doc#



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