

890061

REAL ESTATE MORTGAGE

Ret to: Hobart Fed.  
555 E. 3rd.  
Hobart, In.

132 800-86-22

THIS INDENTURE WITNESSETH that HOMER R. BYARS AND VELMA I. BYARS  
of 8 E. 36th Place, Hobart, Indiana 46342, as MORTGAGOR,  
Mortgage and Warrant to HOBART FEDERAL SAVINGS AND LOAN ASSOCIATION, a  
United States Corporation, 555 East Third Street, Hobart, Indiana, as  
MORTGAGEE, the following real estate in Lake County, State of  
Indiana, to-wit:

Lot 7 in Resubdivision of Block 7 and 8, in that part lying between said blocks,  
in Garden Homes No. 3, as per plat of said resubdivision recorded in Plat Book  
26 page 43, in the Office of the Recorder of Lake County, Indiana.

STATE OF INDIANA  
RECORDS & DEEDS  
DEC 9 9 11 AM '89  
RUDOLPH CLAW  
RECORDER

and the rents and profits therefrom, to secure the payment, when the same  
shall become due, of the following indebtedness:

Installment note and security agreement of even date in the  
principal sum of \$ 2,900.00 with interest at a rate of  
18.0 % per annum payable according to its terms, with  
the balance of the indebtedness, if not sooner paid, due and  
payable on December 1, 1989

Upon failure to pay said indebtedness as it becomes due, or any part  
thereof at maturity, or the taxes or insurance or other liens, costs, or  
assessments, then said indebtedness shall be immediately due and payable in  
full without notice or demand, and this mortgage may be foreclosed  
accordingly without relief from valuation and appraisal laws. Mortgagee  
shall be entitled to collect all reasonable costs and expenses incurred  
including but not limited to reasonable attorney fees. It is further  
expressly agreed that, until said indebtedness is paid, the Mortgagor will  
keep all legal taxes and charges against the real estate paid as they  
become due, and will keep the buildings thereon insured against fire and  
other casualties in an amount at least equal to the indebtedness from time  
to time owing, with a loss payable clause in favor of the Mortgagee, and  
will, upon request, furnish evidence of such insurance to the Mortgagee,  
and failing to do so, the Mortgagee may pay said taxes or insurance, and  
the amount so paid with eighteen (18%) percent interest thereon, shall  
become a part of the indebtedness secured by this mortgage. Any  
forebearance by Mortgagee in exercising any right or remedy herein or  
otherwise provided by law or in the procurement of insurance or payment by  
Mortgagee of taxes or other liens or charges shall not be a waiver of or  
preclude the exercise of any such rights or remedies.

If all or any part of the real estate mortgaged herein is sold,  
transferred, assigned, or conveyed in any manner, all sums secured by this  
mortgage shall become immediately due and payable in full.

DATED this 25th day of November, 1986.

Homer R. Byars  
Homer R. Byars

Velma I. Byars  
Velma I. Byars

STATE OF INDIANA, Lake COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and  
State, this 25th day of November, 1986, personally appeared:

Homer R. Byars and Velma I. Byars  
and acknowledged the execution of the foregoing mortgage.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my  
official seal.

Kimberly H. Wheeler  
Notary Public Kimberly H. Wheeler

My Commission Expires:  
Sept. 14, 1990

County of Residence:  
Lake

This instrument prepared by: Richard D. Zickmund

*Handwritten initials/signature*