

933530

# REAL ESTATE MORTGAGE

Lowell National Bank  
P. O. Box 8  
Lowell, Ind. 46356

THIS INDENTURE WITNESSES that TERRANCE E. MILLER and ANNE K. BRUCE

----- (hereinafter referred to jointly and severally as "Mortgagors"), of Lake County, State of Indiana

MORTGAGE and WARRANT to THE LOWELL NATIONAL BANK, a national banking association with its main banking office at 651 E. Commercial Avenue, Lowell, Indiana (hereinafter referred to as "Bank"), the following described real estate located in Lake County, Indiana:

A part of the Northeast Quarter of the Southeast Quarter of Section 11, Township 32 North, Range 9 West of the 2nd P.M., particularly described as, commencing at the Southeast corner of said above described tract and running thence North on the East line of said quarter quarter Section 300 feet; thence West 300 feet; thence South 300 feet; thence East on the South line of said quarter quarter Section 300 feet to the point of beginning, in Lake County, Indiana.

Com 137826 - P  
TICOR TITLE INSURANCE  
Crown Point, Indiana

WILLIAM BLASTYK  
RECORDER  
AUG 19 8 45 AM '87  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

together with all improvements, equipment and fixtures now or hereafter situated thereon or used in connection therewith, whether or not physically attached thereto, and all present and future rights, privileges, interests, easements, hereditaments, and appurtenances thereunto belonging or in any manner pertaining thereto, and the rents, issues, income, uses, proceeds and profits therefrom (all hereinafter referred to as "Mortgaged Premises").

This Mortgage is given to secure the performance of the provisions hereof and the payment of the indebtedness of the Mortgagors to the Bank that is evidenced by a certain promissory note (hereinafter referred to as "the Note") dated August 10, 1987 in the principal sum of ---Forty-five Thousand----- Dollars (\$ 45,000.00 ), executed by Mortgagors and payable to the order of Bank, repayable in installments, together with interest as provided for in said Note, the final installment thereof being due and payable on September 1, 1992.

This mortgage in addition to the above indebtedness heretofore mentioned, is also given to secure the payment of all other indebtedness or liability of the undersigned mortgagors to the Lowell National Bank and its successors and assigns, which may be existing at this time or created at any time during the existence of this mortgage.

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Handwritten initials/signature

**Mortgagors jointly and severally covenant and agree as follows:**

Mortgagors shall pay when due all indebtedness secured hereby, on the dates and in the amounts, respectively as provided for in the Note and in this Mortgage, with reasonable attorneys' fees, all without relief from valuation and appraisal laws.

Any advance made by the Mortgagee to the Mortgagor or any other indebtedness due from Mortgagor to Mortgagee, his successor in title, for any purpose at any time before the release and cancellation of this mortgage, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the mortgage.

If the Bank should so require, Mortgagors shall also pay to Bank monthly (on the payment dates provided in the Note) a pro rata portion of the hazard insurance premiums, the real property taxes, and any pending municipal assessments, so that Bank will have sufficient funds on hand to pay such premiums when due and such taxes and assessments thirty (30) days before the delinquency date thereof. If this mortgage is insured by Mortgage Guaranty Insurance Corporation, or any other such private agency, Mortgagors shall also pay to Bank in advance of all premium due dates, sums sufficient to discharge all such premiums and other charges. Any deficit in this escrow account (as determined by Bank) shall immediately be paid to Bank by Mortgagors upon written notice thereof provided by Bank to Mortgagors. Moneys so held shall not bear interest. Upon any default by Mortgagors in the performance of duties under the Note or this Mortgage, such moneys may be applied by Bank to the mortgage indebtedness secured hereby. Mortgagors shall furnish Bank with all applicable bills and statements in sufficient time to permit Bank to pay premiums and other charges when due and to pay taxes and assessments before penalty attaches. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

Mortgagors shall keep the Mortgaged Premises in good repair and shall not commit or permit waste thereon or do or permit to be done anything that may impair the value of the Mortgaged Premises or remove or alter any structure now located on the Mortgaged Premises without Bank's prior written consent. Mortgagors shall promptly restore any part of the Mortgaged Premises which may be damaged or destroyed. Mortgagors shall pay when due all taxes and assessments levied or assessed against the Mortgaged Premises or any part thereof and not paid with funds of Mortgagors held by Bank in the escrow account described in paragraph 3 above.

Mortgagors shall comply with all statutes, ordinances, rules, regulations, orders, and directions of any legislative, executive, administrative or judicial body or official, applicable to the Mortgaged Premises, or any part thereof, or to Mortgagors, or to the operation of any business of Mortgagors which directly affects the Mortgaged Premises; provided, however, that Mortgagors may contest any of the matters referred to in this paragraph in any reasonable manner which in the judgment of Bank will not adversely affect the rights of Bank, its successors or assigns, or the holder of the Note.

Mortgagors will procure and maintain in effect at all times adequate insurance written by reliable insurance companies acceptable to Bank which insures against loss or destruction of the Mortgaged Premises by fire, windstorm and such other hazards in such amounts as Bank from time to time, may require. All such policies of insurance shall contain proper clauses making all sums recoverable upon such policies payable to Bank and to Mortgagors as their respective interests may appear, and shall not be subject to cancellation without thirty (30) days' prior written notice to Bank. Mortgagors authorize Bank to endorse on Mortgagors' behalf drafts reflecting such insurance proceeds, provided that Bank shall remit to Mortgagors such surplus, if any, as remains after the proceeds have been applied, at Bank's sole discretion, to the restoration of the Mortgaged Premises or to the satisfaction of all indebtedness secured by this Mortgage. All such policies of insurance and all abstracts of title or title insurance policies covering the Mortgaged Premises shall, at Bank's request, be delivered to and retained by Bank until the indebtedness secured hereby is fully paid.

Bank may, at its option, advance and pay all sums necessary to protect and preserve the Mortgaged Premises, and all sums so advanced and paid by Bank shall become a part of the indebtedness secured hereby and shall bear interest from date of payment at the rate of per year. Such sums shall include, but not by way of limitation, (a) insurance premiums, taxes and assessments, and liens which may be or become senior to this Mortgage as liens on the Mortgaged Premises, or any part thereof; (b) the cost of any title insurance, abstracts of title, surveys, or other evidence which in the discretion of Bank may be required in order to establish, preserve, or enforce the lien of this Mortgage; (c) all costs, expenses and reasonable attorneys' fees incurred by Bank in respect of any and all legal and equitable actions which relate to this Mortgage or to the Mortgaged Premises during the existence of the indebtedness secured by this Mortgage; and (d) the cost of any repairs respecting the Mortgaged Premises which are deemed necessary by Bank. Bank shall be subrogated to the rights of the holder of each lien or claim paid with moneys secured hereby.

If all or any part of the Mortgaged Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the Mortgaged Premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is hereby assigned to Bank, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagors, and the same shall be paid forthwith to Bank. Any award or payment so received by Bank may, at the option of Bank, be retained and applied, in whole or in part, to the indebtedness secured hereby (whether or not then due and payable), in such manner as Bank may determine, or released, in whole or in part, to Mortgagors for the purpose of altering, restoring, or rebuilding any part of the Mortgaged Premises which may have been altered, damaged, or destroyed as a result of such taking, alteration, or proceeding. Bank shall not be obligated to see to the application of any such amounts.

Said Mortgagors further agree that this Mortgage shall become due and payable forthwith, at the option of the Mortgagee, if the Mortgagors shall convey said mortgaged premises, or if the legal or equitable title thereto shall become vested in any other person or persons, firm or corporation, in any manner whatsoever.

