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TICOR TITLE INSURANCE  
Highland, Indiana

THIS MORTGAGE made this 28<sup>th</sup> day of October, 1987, by and between Edgar W. Barnette and Kathleen Barnette, his wife, whose address is 4350 N. Lakeshore Drive, Crown Point, Indiana 46307, Mortgagors, and Blue Grass Credit Union whose address is 120 North Clay Street, Second Floor-Front, Louisville, Kentucky 40202-1057, Mortgagee.

WITNESSETH: That to secure payment of a note of this date in the principal sum of \$75,000.00 together with interest at the rate of 10.75% per annum, payable in 360 equal monthly installments of \$700.63, with the first installment due November 28, 1987, and a final maturity date of October 28, 2017, Mortgagors hereby convey to Mortgagee, in fee simple with covenant of General Warranty, the real estate described below, together with all present and future improvements and fixtures thereon and all rents and profits therefrom.

This mortgage secures the following herein called "obligations": (a) Performance of each of the covenants and other obligations of the Note and this Mortgage including any renewal or extension thereof; and (b) Payment of the following indebtedness, including any renewal or extension thereof; (i) loan stated above and the Note; (ii) any indebtedness resulting from the Mortgagors' failure to perform any of the covenants and obligations of the Note and this Mortgage and any payment made or other expense incurred by the Mortgagee as a result of any such failure; (iii) any additional indebtedness of the Mortgagors to Mortgagee, for additional loans or otherwise, whether direct, indirect, existing, future, contingent or otherwise.

Mortgagors warrant that they have full right and power to mortgage the said property and it is free of all liens or other encumbrances.

During the existence of any of the obligations, the sale, transfer or voluntary encumbrance of all or any part of the said property, without the written consent of the Mortgagee, shall give the Mortgagee the option to declare, without notice the entire indebtedness immediately due and to proceed to enforce the lien securing it.

If the Mortgagee shall be required hereafter to appear in any court or tribunal whatever to defend the title or possession of the Property, or the lien thereon, or to protect the Note or any of the other obligations, Mortgagors shall pay all of the costs and expenses of such appearances, including a reasonable attorney's fee, and in the event of the Mortgagors' failure to pay such costs and expenses within thirty (30) days after requested in writing by the Mortgagee all such costs, expenses, and attorney's fees shall be part of the obligations and shall be paid by Mortgagors on demand with interest from the day of payment at a rate per annum equal to the highest rate provided in the Note.

The property is described as follows, and located at 4350 N. Lakeshore Drive, Crown Point, in Lake County, Indiana:

LOT 2 in Lakes of the Four Seasons Unit No. 1, as per plat thereof, recorded in Plat Book 37, Page 63, in the Office of the recorder of Lake County, Indiana.

Mortgagors agree to promptly pay all taxes, assessments, liens, judgments, and charges now levied or hereafter levied against said property to maintain insurance in such form and amount as is satisfactory to the Mortgagee in the Mortgagee's favor and in default thereof Mortgagee may, but is not obligated to, obtain insurance in Mortgagee's name.

Should Mortgagors fail to pay any such tax, assessment, lien, judgment, charge or should mortgagee obtain insurance upon

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LAKE COUNTY, INDIANA

Handwritten initials and date: 10-30-87

Mortgagors' failure to do so or failure to maintain said insurance the Mortgagee may pay such tax, assessment, lien, judgment, charge, or premium, and any sum so paid shall be part of the Mortgagors' obligation and shall be enforced in the same manner as the obligation hereby secured and shall bear interest at the rate provided for in the Note.

If Mortgagors default in payment or performance of any obligation hereunder, the entire unpaid balance shall at once become due and payable at the option of the Mortgagee without notice or demand.

Mortgagors shall keep the improvements on said property in good repair and condition and shall not suffer waste thereto until the obligation has been fully paid and performed, and promptly repair or replace any such improvements. Should Mortgagors fail to comply with this covenant, the cost so incurred shall be part of the obligation and shall bear interest at the rate provided for in the Note.

The failure or delay of the Mortgagee to exercise any of its options herein provided because of any default in the payment or performance of any of the obligations shall not constitute a waiver of the right to exercise such option because of any subsequent default, and in determining whether a default has occurred time shall be considered to be of the essence of this agreement.

IN TESTIMONY WHEREOF, witness the signatures of the Mortgagors this 28th day of October, 1987.

*Edgar W. Barnette*

Edgar W. Barnette

*Kathleen Barnette*

Kathleen Barnette

STATE OF INDIANA )

(Sct.

COUNTY OF LAKE )

On this 28th day of October, 1987, before me, the undersigned, a Notary Public in and for said County, personally appeared Edgar W. Barnette and Kathleen Barnette, husband and wife, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission expires: 2-13-88  
Lake County Resident

*Janis R. Bloom*

Janis R. Bloom

Notary Public

This instrument was prepared by:  
MAPOTHER AND MAPOTHER, ATTORNEYS  
801 West Jefferson Street  
Louisville, Kentucky 40202

By: \_\_\_\_\_

William R. Mapother

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