

983084

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH that Robert A. Miller and Dylona L. Miller, husband and wife of 770 Memory Lane, Hobart, Indiana, 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:

Park of the SE 1/4, Section 32, Township 36 North, Range 7 West, of the 2nd P.M., in Hobart, Lake County, Indiana, described as: Commencing at the Southwest corner of the SE 1/4 of said Section; thence East along the South line of said Section 949.0 feet; thence North and parallel to the West line of the SE 1/4 of said Section 1731.85 feet; thence deflecting 89° 22' to the left and West 11.95 feet; thence North at right angles 235 feet more or less to the centerline of Duck Creek and the point of beginning of this described parcel; thence South along the last described line 235 feet; thence West at right angles 72.65 feet; thence deflecting 179 17' to the left and Southwesterly 52.84 feet; thence deflecting 1029 34' to the right and Northwesterly 264 feet more or less to the centerline of Duck Creek; thence Easterly along the centerline of Duck Creek to the point of beginning; 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 \$3,000.00 with interest at a rate of 15.0% per annum payable according to its terms, with the balance of the indebtedness, if not sooner paid, due and payable on 5-20-91.

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 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 forbearance 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 20th day of May, 1988.

Robert A. Miller
Robert A. Miller
Dylona L. Miller

LILLIAN A. BLASTICK
RECORDER, LAKE COUNTY, INDIANA
CROWN POINT, INDIANA #46307
JUN 21 11 07 AM '88

STATE OF INDIANA, Lake COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State of Indiana, this 20th day of May, 1988, personally appeared: Robert A. Miller and Dylona L. Miller, husband and wife and acknowledged the execution of the foregoing mortgage. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Laura Niedbala
Notary Public Laura Niedbala

My Commission Expires: 9-14-88

County of Residence: Lake

This instrument prepared by: Brenda Russ

Handwritten signature/initials