:031-172-0971 (Rev. 10/87)

Lowell National

The Lowell National Bank 651 E. Commercial Avenue Lowell, Indiana 46356-0008



This Indenture witnesseth that Harvey DeLoera & Margaret A. DeLoera
of Lake County, Indiana, (herein jointly and severally referred to as "Mortgagors"), hereby mortgage to The Lowell National Bank, a national banking association having its principal place of business in Lowell, Indiana, ("Bank") the real estate, located in the County of Lake , State of Indiana, the legal description of which is set forth on the reverse side hereof together with all improvements now or hereafter situated on the mortgaged premises or used in connection therewith, and all rights, privileges, interests, easements, hereditaments and appurtenances thereunto belonging or in any way pertaining thereto, and all fixtures and appliances now or subsequently attached to or used in connection with the mortgaged premises, and the rents, issues, income and profits of the mortgaged premises.
This Mortgage is given to secure the payment of the indebtedness of Harvey DeLoera & Margaret A. DeLoera
to the Bank as evidenced by a Promissory Note or Notes dated August 30, 1988
to the Bank as evidenced by a Promissory Note or Notes dated Adgust 50, 1988 in the amount of \$\frac{11,501.40}{ and shall also secure the payment of any sums guaranteed by, advanced to or any obligation incurred by Mortgagors hereafter in favor of the Bank. It is understood by both parties that discretion to advance additional funds, as provided for above, remains with the Bank and is not obligatory.
The Bank, at its option, may extend the time of payment of any part or all of the indebtedness secured hereby, reduce the payments thereon, or accept a renewal note or notes therefor, without the consent of any junior fienholder and without the consent of any Mortgagors if Mortgagors have then parted with title to the mortgaged premises, and no such extension, reduction or renewal shall impair the lien or priority of this Mortgage, nor release, discharge or affect the personal liability of the Mortgagors to the Bank.
Mortgagors, jointly and severally, warrant that they are the owners in fee simple of the mortgaged premises, and covenant and agree with the Bank not to permit any lien of mechanics or materialmen to attach to mortgaged premises, to keep the mortgaged premises in good repair and to pay all taxes and assessments levied or assessed against the mortgaged premises as the same become due; and if required by the Bank, to keep any buildings on the mortgaged premises insured against loss by fire and windstorm and such other hazards as the Bank may require from time to time in an amount equal to or in excess of the unpaid balance of the indebtedness secured hereby and the amount of all prior indebtedness secured by the mortgaged premises, all such policies to be in companies acceptable to the Bank and to contain a Loss Payable Clause in favor of the Bank as its interest may appear.
Upon failure of Mortgagors so to do, the Bank may (but shall not be obligated to) make repairs to, pay any tax assessment levied against, pay or discharge any lien or encumbrance to, or procure and/or maintain in effect insurance with respect to the mortgaged premises; and all sums so paid shall, with interest at the rate provided in the notes, become a part of the indebtedness secured hereby.
Upon default of any payment provided for in any Note secured by this Mortgage, or upon failure to perform any of the terms and conditions of this Mortgage, or if Mortgagors shall abandon the mortgaged premises or be adjudged bankrupt, then in any such event the entire indebtedness secured hereby shall, at the option of the Bank, become immediately due and payable without notice, and the Bank shall have the right immediately to forclose this Mortgage. No failure to exercise any right hereunder shall preclude the exercise thereof in the event of a subsequent default.
All rights and obligations hereunder shall extend to and be binding upon the several heirs, personal representatives, successors and assigns of the parties to this Mortgage.
Whenever required herein by the context, the plural shall be regarded as and shall mean the singular, and the singular shall be regarded as and shall mean the plural.
In witness whereof, the undersigned have hereunto set their hands and seals this 30th day of August , 19 88 .
State of Indiana Lake) SS:
Before me, the undersigned, a Notary Public in and for said County and State, this <u>30th</u> day of <u>August</u> 19 <u>88</u> , personally appeared <u>Harvey DeLoera & Margaret A. DeLoera</u> and acknowledged the execution of the foregoing Mortgage.
Witness my hand and Noisrial Seal.
Notary Public Sheila M. Carey
My Commission Expires - 17/20788 1 County of Residence Lake This Instrument Prepared by 7/4.3. Jones, President RCN 403101
Legal Description of Mortgaged Premises
A part of the Northwest Quarter of the Southwest Quarter of Section 23, Township 33 North, Range 9 West of the 2nd P.M., Commencing at a point on the North line of Main Street; which is 152 feet West of the Southwest corner of Lot 1, as shown on the Recorded Plat of Highland Addition to the Town of Lowell, and running thence North 198 feet; thence West 222 feet; then South 198 feet, thence East 222 feet to the place of beginning, containing 1 acre more or less, in the Town of Lowell, Indiana, Lake County, Indiana.
A BENEFIT OF THE STATE OF THE S
Mortgage Dated August 30, 1988
Mortgagors A A P A
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