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REAL ESTATE MORTGAGE

| • | THIS INDENTURE | WITNESSETH, T | That BRAD A. HATFIELD | |
|-------|-----------------------|---------------|---------------------------------------|----------|
| (the | "Mortgagor") of | Lake | County, State of <u>Indiana</u> , MOR | TGAGE S_ |
| ANI | WARRANT S to . | E & N Tru | st No. 1, c/o Steven W. Handlo | on, |
| | Trustee | | | ···- |
| (the | 'Mortgagee") of | Porter | County, State of Indiana | , the |
| follo | wing described real e | state inLa | keCounty, Indiana: | |

Lots 42, 43 and 44 in Block 35 in Second Subdivision of East Gary in Lake County, Indiana, as per plat thereof recorded in Plat Book 7, page 25, in the Office of the Recorder of Lake County, Indiana.

Document is NOT OFFICIAL!

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

Said principal and interest are payable as follows. In 84 monthly instalments, each in the amount of \$277.16 as principal and interest, together with the amount of \$62.84 as non-interest bearing escrow for taxes and insurance, resulting in a total initial monthly payment in the sum of Three Hundred Forty Dollars (\$340.00). Said monthly payments shall commence on April 1, 1990 and conclude on March 1, 1997, and on April 1, 1997, the entire unpaid principal balance, together with all other sums then owed pursuant to this Note or the Montgage, shall become payable in full.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

- 1. Payment of Indebtedness. The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisement laws, and with attorneys' fees.
- 2. No Liens. The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
- 3. Repair of Mortgaged Premises; Insurance. The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in attachment at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or the fauch hazards in such amounts as the Mortgagee may reasonably require from time to time, add all such insurance policies shall contain proper clauses making all proceeds of such policies parable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of injurance shall be delivered to and retained by the Mortgagee until the indebtedness secured her by is fully paid.
- 4. Taxes and Assessments. The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
- 5. Advancements to Protect Security. The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of twelve per centum (12%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

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- 6. Default by Mortgagor; Remedies of Mortgagee. Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged premises, except if said trustee or receiver is appointed in any bankruptcy action, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
- 7. Non-Waiver; Remedies Cumulative. No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
- 8. Extensions; Reductions; Renewals; Continued Liability of Mortgagor. The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.
- 9. General Agreement of Parties. All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.
- 10. Further Provisions. Mortgagor shall use the Mortgaged Premises for his personal residence only (including the personal residence of one of Mortgagor's friends and any of Mortgagor's children). Mortgagor shall not lease the Mortgaged Premises to any person. Mortgagor shall not transfer any interest in the Mortgaged Premises, whether by deed, lease, mortgage, assignment, or otherwise; and if he does so, then the entire impaid sums awed pursuant to this Mortgage and the Note shall become immediately due and payable. The escrow for taxes and insurance shall bear no interest, and it shall be interested of decreased annually, depending upon actual expenditures. The 1989, payable in 1990, May installment of taxes shall be paid directly by Mortgagor, in addition to all other payments required of him.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this 9th day of 19 9.0 Signature _ BRAD HATFIELD Printed . Signature_ Signature . Printed . Printed INDIANA STATE OF SS: PORTER COUNTY OF Before me, a Notary Public in and for said County and State, personally appeared _____BRAD_A. HATFIELD d the execution of the foregoing mortgage. March hand and Notarial Seal this 9th day of ____ Signature ,, Marketter Linda S. Martin NOTARY PUBLIC My commission expires Residing in Porter . County, Indiana. 4/29/91 This instrument was prepared by Steven W. Handlon, HANDLON & HANDLON Steven W. Handlon, HANDLON & HANDLON

3235 Willowcreek Road, Portage, IN