INSURANCE

WARRANTS to .

REAL ESTATE MORTGAGE
Raymond'C. Boardway and Mabel Kathleen Boardway

THIS INDENTURE WITNESSETH, That Husband and Wife

(the "Mortgagor") of

Lake County, State of Indiana, MORTGAGE AND EES FEDERAL CREDIT UNION INDIANA PUBLIC SERVICE EMPLOYEES

(the "Mortgagee") of Lake described real estate in

County, State of Indiana, the following

County, Indiana:

Lot 15 in Fairmeadow Twenty-First Addition, Block Four to the Town of Munster, as per plat thereof, recorded in Plat Book 43 page 97, in the Office of the Recorder of Lake County, Indiana.

(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 Mortgages Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain Credit Line Account Variable Interest Rate

Home Equity Secured Open-End Credit Agreement (referred to as the "Credit Agreement") dated _

the principal amount of Forty-Five Thousand Eight Hundred and 00/100-

45,800.00) with interest as therein provided.

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

- Payment of Indebtedness. The Mortgagor shall pay when due all Indebtedness secured by this mortgage, on the dates and in the amounts in the secured by this mortgage, on the dates and in the amounts in the secured by this mortgage, on the dates and in the amounts in the secured by this mortgage, on the dates and in the amounts in the secured by this mortgage, on the dates and in the amounts in the secured by this mortgage, on the dates and in the amounts in the secured by this mortgage, on the dates and in the amounts in the secured by this mortgage, on the dates and in the amounts in the secured by this mortgage, on the dates and in the amounts in the secured by this mortgage, on the dates and in the amounts in the secured by this mortgage, on the dates and in the amounts in the secured by this mortgage, on the dates and in the amounts in the secured by the secured by this mortgage, on the dates and in the secured by the s respectively, as provided in the Credit Agreement or in this mortgage, without relief from valuation and appraisement laws, and with attorneys' fees.
- 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.
- Repair of Mortgaged Premises; Insurance. The Mortgager shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate incurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mongaged Premises because of fire, windstorm or other such hazards in such amounts as the Mongagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mongagee and the Mongager as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid. property of
- 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.
- 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 at the option of Mortgagee be immediately due and payable or shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of eight per centum (8%) 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.
- 6. Default by Mortgagor; Remedies of Mortgagee. Upon default by the Mortgagor in any payment to Mortgagee provided for herein or in the Agreement, or if Mortgagor has committed fraud, or made a material misrepresentation in connection with the account secured hereby, or if Mortgagor acts, or fails to act, in a manner that adversely affects Mortgagor's collateral or any right of Mortgagor in the collateral, 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 along as the Mortgagor is in default hereunder, and no fallure 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.
- 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.
- General Agreement of Parties. All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, success sors 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 conveniand do not define, limit or construe the contents of such paragraphs.

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IN WITNESS WHEREOF, the Mortgagor has executed	d this mortgage	, this28th day	of March	101-19-9	<u>0</u> .
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Signature & Kongrand . Booker	Signature _}	VIJALL KATA	VICELATIO	Course	<i>A-</i>
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STATE OF INDIANA	\		(1)	***	5,
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COUNTY OF			. (101)		<u>.</u> "
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Before me, a Notary public in and for said County and State, personally appeared <u>Kathleen Boardway</u>

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this _____28th day of ___March

Signature Pamel A Printed

Lake

NOTARY PUBLIC

County, Indiana

My Commission expires 8-14-92

Prepared By: Joan C. Chiaro

Residing in _____