

762872

Real Estate Mortgage

113930

INB National Bank, n.w.
437 South Street
P.O. Box 780
Lafayette, Indiana 47902



INB

This indenture witnesseth that Rick Niemeyer and Connie Niemeyer

of Lake County, State of Indiana, (herein jointly and severally referred to as "Mortgagors"), hereby mortgage to INB National Bank, Northwest, a national banking association having its principal place of business in Lafayette, 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 Rick Niemeyer and Connie Niemeyer

to the Bank as evidenced by a Promissory Note or Notes dated July 16, 1990

in the amount of \$ 40,000.00 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 lienholder 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 foreclose 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 16th day of July

Rick Niemeyer
Rick Niemeyer
Connie Niemeyer
Connie Niemeyer

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD
JUL 27 9 49 AM '90
ROBERT ROBERTSON
RECORDER

State of Indiana )
County of Lake ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 16th day of July, 1990, personally appeared Rick Niemeyer and Connie Niemeyer and acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal.
Notary Public Sheila M. Carey
My Commission Expires 11-14-92
This Instrument Prepared by Steve A. Niedert/blf
County of Residence Lake
RCN 403030

00329284

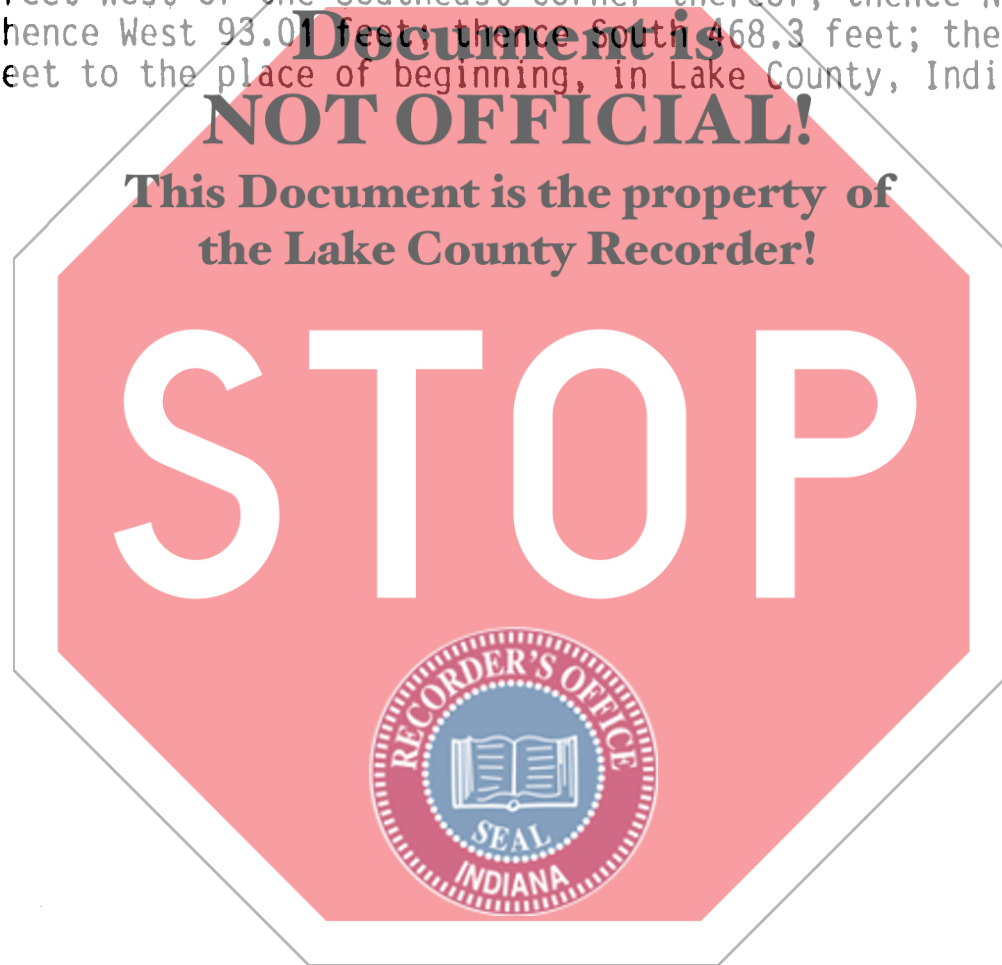
8.00
CW

**Legal Description of Mortgaged Premises**

Parcel 1: A part of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Nineteen (19), Township Thirty-three (33) North, Range Nine (9) West of the 2nd P.M., described as follows, to-wit: Commencing 1743.9 feet West of the Southeast corner thereof; thence North 368.3 feet; thence West 150 feet; thence South 368.3 feet; thence East 150 feet to the place of beginning, containing 1.04 acres, more or less.

Parcel 2: A part of the Southeast Quarter of Section 19, Township 33 North, Range 9 West of the 2nd P.M., described as follows: Commencing 1893.9 feet West and 368.3 feet North of the Southeast corner thereof, thence North 100 feet; thence East 217.80 feet; thence South 100 feet; thence West 217.80 feet to the place of beginning, containing  $\frac{1}{2}$  acre, more or less, in Lake County, Indiana.

Parcel 3: A part of the Southeast Quarter of Section 19, Township 33 North, Range 9 West of the 2nd P.M. described as follows: Commencing 1893.9 feet West of the Southeast corner thereof; thence North 468.3 feet; thence West 93.01 feet; thence South 468.3 feet; thence East 93.01 feet to the place of beginning, in Lake County, Indiana.



Mortgage Dated July 16, 1990

Mortgagors

Rick Niemeyer and Connie Niemeyer

13304 W. 181st Ave.

Lowell, IN 46356

