

Real Estate Mortgage

137712

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

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INB

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This indenture witnesseth that Brian Kubal

of Lake County, State of Indiana, 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 Brian Kubal

to the Bank as evidenced by a Promissory Note or Notes dated November 29, 1990 in the amount of \$ 20,000.00 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 29th day of November 1990

Brian Kubal (signature)

STATE OF INDIANA, S.S. NO. LAKE COUNTY, FILED FOR RECORD DEC 6 2 02 PM '90 ROBERT J. FIELAND RECORDER

State of Indiana Lake ss: County of Lake

Before me, the undersigned, a Notary Public in and for said County and State, this 29th day of November 1990, personally appeared Brian Kubal and acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notary Seal Donna A. Cruise Notary Public My Commission Expires 10-10-94 County of Residence Lake This Instrument Prepared by Guy A. Carlson, Vice President RCN 403030

7.00 pack

**Legal Description of Mortgaged Premises**

The East  $5\frac{1}{2}$  rods of the South  $15\frac{4}{7}$  rods of the following described tract of land, to-wit: A part of the Northeast Quarter of the Northeast Quarter of Section 26, Township 34 North, Range 9 West of the 2nd P.M., commencing at a point  $28\frac{4}{7}$  rods South of the Northwest corner of the said 40 Acres, thence East 48 rods, thence South 40 rods, thence West 28 rods, thence North 40 rods, to the point of beginning, in Lake County, Indiana. Key No. 25-13-12.



Mortgage Dated November 29, 1990

Mortgagors

Brian Kubal

P.O. Box 1161

Cedar Lake, IN 46303

