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Mortgage

This Mortgage, made the 25TH day of FEBRUARY, 1991

Witnesseth, That DOUGLAS V. PRICE AND KATHIE A. PRICE, Husband and wife

hereinafter called Mortgagor, MORTGAGES AND WARRANTS to GAINER BANK, National Association, hereinafter with its successors and assigns, called Mortgagee, the property situated in the TOWN of GRIFFITH, in the County of LAKE and State of INDIANA, legally described as follows, to wit:

LOT 1 WOODLAND ESTATES 5TH ADDITION, BLOCK 3, TO THE TOWN OF GRIFFITH, AS SHOWN IN PLAT BOOK 64, PAGE 57, IN LAKE COUNTY, INDIANA.

CHICAGO TITLE INSURANCE COMPANY INDIANA DIVISION

STATE OF INDIANA S. NO. LAKE COUNTY RECORD

FEB 27 1 23 PM '91



Including all buildings and improvements thereon or that may hereafter be erected thereon, together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all plumbing, heating and lighting fixtures and equipment now or hereafter attached to or used in connection with herein called Mortgaged Premises, and is the security for all of the indebtedness herein mentioned to GAINER BANK, and is to secure the performance of the covenants hereby contained and the payment of the principal sum of NINETY FOUR THOUSAND THREE HUNDRED AND NO/100 DOLLARS, and interest thereon on or before the 25TH day of FEBRUARY, 1991, according to the terms of a certain promissory note bearing even date herewith, and interest after maturity at the rate of 21.00 percent per annum until paid, said note being executed by said Mortgagor.

The indebtedness evidenced by the promissory note and other sums that may become due the Mortgagee, all without relief from valuation and appraisal laws and with attorney fees, under the terms hereof, are hereinafter referred to as "indebtedness secured hereby".

This Mortgage is also given to secure the payment of all other indebtedness or liability of the mortgagor to GAINER BANK, which may be existing at this time or created at any time in the future.

And the said Mortgagor does covenant and agree to and with said Mortgagee, as follows:

1. That the Mortgagor will pay the Mortgagee all indebtedness secured hereby in accordance with the terms of said note and the provisions hereof.
2. That said Mortgagor will pay all taxes, assessments and other governmental charges levied against or affecting the Mortgaged Premises before any penalty for non-payment attached thereto, and all levies, tax levies or liens which may be made or placed against the Mortgaged Premises which might in any way affect the security or any part thereof.
3. That said Mortgagor will abstain from the commission of waste on the Mortgaged Premises and keep the buildings and improvements thereon in good repair, and promptly comply with all laws, ordinances, regulations and requirements of any governmental authority affecting said premises, and should said Mortgaged Premises or any part thereof require inspection, repair, care or attention of any kind or nature not provided by the Mortgagor, the Mortgagee, being made sole judge of the necessity therefor, may, without obligation to do so, after notice to the Mortgagor, enter or cause entry to be made upon said Mortgaged Premises, and inspect, repair, protect, care for or maintain said Mortgaged Premises to the extent that the Mortgagee may deem necessary; and may pay such sums of money as the Mortgagee may deem to be necessary therefor and it shall be the sole judge of the amount necessary to be paid. Waste, for the purposes hereof, shall include, but not be limited to, the failure of the Mortgagor to pay the taxes, assessments or insurance premiums required to be paid under the terms hereof.
4. The Mortgagor will keep all buildings and improvements now or hereafter placed on the Mortgaged Premises insured against loss and damage by fire and other hazards, casualties and contingencies with insurers, and in the amount and manner approved by the Mortgagee, with insurance money in case of loss made payable by the policies to the Mortgagee as its mortgage interest may appear, and deliver all such policies to the Mortgagee with premiums fully prepaid.
5. That if default be made in the payment of any taxes, assessments or other governmental charges assessed against the Mortgaged Premises, or in the payment of levies or tax liens made or levied against the Mortgaged Premises, or in procuring and maintaining insurance required to be maintained on said Mortgaged Premises or paying the premiums therefor, or in keeping the buildings and improvements in good repair, or in providing for the repair, care or attention of the Mortgaged Premises, or complying with the laws, ordinances, regulations and requirements of any governmental body affecting the Mortgaged Premises, or in keeping any other agreement herein contained, the Mortgagee may pay said taxes, assessments and other governmental charges affecting the Mortgaged Premises, may effect such insurance and pay the premiums therefor, make or cause such necessary repairs, care or attention to be given the Mortgaged Premises, may procure abstracts, title searches and tax histories and may cause any one or more of them to be extended from time to time, and the moneys paid for any one or more or all of said purposes shall from the time of payment be due and payable to the Mortgagee with interest thereon at the per annum rate in effect on the Note at the time an advance is made under this paragraph and shall become part of the indebtedness secured hereby.
6. Should any right, title or interest in the Mortgaged Premises or any part thereof at any time be superior to the right, title and interest of the Mortgagee, or should any tax lien be made or levied against the Mortgaged Premises for delinquent taxes of any kind or nature, or if any breach of warranty with respect to this mortgage shall at any time exist, or should default be made in the prompt and punctual payment of any of the indebtedness secured hereby, or in the performance of any of the covenants or agreements herein contained, or contained in the note or other agreement with Mortgagee, and should such default continue for thirty (30) days, all of the indebtedness secured hereby shall, at the option of the Mortgagee and without notice, become and be due and payable immediately, notwithstanding any provision of said note or this mortgage to the contrary. The commencement by the Mortgagee of proceedings to foreclose this mortgage in any manner authorized by law shall be deemed an exercise of said option unless such proceedings on their face indicate otherwise.
7. That in the event of the occurrence of any one or more of the events mentioned in paragraph Six hereof, it shall be lawful for the said Mortgagee, its successors and assigns, and it is hereby authorized and empowered to sell or cause to be sold the property hereby mortgaged pursuant to the statute in such case made and provided, and out of the proceeds of said sale to retain all sums then due and payable under the terms of said note and under the terms hereof. The Mortgagor expressly agrees to pay the sum of money above secured and Mortgagee's collection charge and attorneys fees without relief from valuation and appraisal laws.

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