BANKËONE.

9999-0554 IBS

91015510

## REAL ESTATE MORTGAGE

	MERI	(Thrathri	LIV ec	40410
ATT:	KTM	CHESTER	LOAN	PROCESSING

ME ONE MENNELANCE ME	72270	•	•				
THIS INDENTURE WIT	NESSETH, that	Alice M. Wa 2064 Cleve	alker land Str	eet. Gary	Indiana	46404	<del></del>
Lake	County, S	State of Indiana, v	vhether one	or more herein	called Mortgago	r, MORTGAGES A	ND WAR-
ANTS TO BANK ONE, M lortgagee, the following of Lot 21 and the No Ln the City of Ga	lescribed real estate rth 1/2 of Lo	t 22 in Blo	<u>Lake</u> ck l in '	The Tolles	Cou ston Additi	nty, State of Indiar on to East C	na, to <del>-w</del> it: Shicago,
of the Recorder o	f Lake County eland Street,	, Indiana,	except t	he West 10	) feet ther	eof,	
ogether with all buildings pereafter acquired, attache	ed, erected, appurte	nant or used in co	nnection wit	ched, erected h the real estat	or used in conn e, and together v	ection with the rea with all rents, issue	al estate or S
rofits, rights, privileges, in This mortgage is giv March 22,	meresis, easements ven to secure: (a)	the payment of in the payment of the country of the	ns moreon of Mortgago of <u>Twenty</u>	rs Promisson -Seven Th	y Note payable	to the Mortgag Lars and 00/1	pee dateds
						(\$ 27,00	13
vith a final payment due a and any extensions or re agreements, promises, pa he Mortgagor in conjuncti other indebtedness or liab	yments, and conditi on with the indebted ilities (except loans	ens contained in I hess secured by I subject to the Fed	this mortgag this mortgag teral Truth in	e, or the Note e; (b) In additio Lending Act) o	it secures, or any n, this mortgage of Mortgagors to	/ other instruments is given to secure Mortgagee or eithe	s signed by 밝 any and all 함 er or any of
hem, jointly or severally, primary or secondary, or c o, or of the same class as other debt referring to this	including future so ontingent, which ma the specific debt so Mortage:	vances, whether y be existing at the cured herein, and	sald indebto is time or ma d whether or	edness lisbilit by be created a not secured b	ies orifuture ad t any time in the y additional or d	vances be direct of future, whether or Herent collateral, a	or indirect, not related and (c) any
The Mortgagor for hims s successors and assign 1. That the Real Estate	self, his heirs, execu s as follows: e mortgage hereby i	s free, clear, and	unencumbe	red except as	to (a) real estate	taxes not yet due	
asements, covenants, ar fortgagor toCalum	et Securities	Corporation	n mortgage,	in the	origina <b>i amou</b> nt (	01 <b>\$</b> <u>20.300.00</u>	
which mortgage is not in c	lefault and has an ur	npaid balance of	<b>5</b>		, (d) other		
2. In the event this more rior mortgage or encumble tes or indebtedness it to be reclose this Mortgage, a 3. Mortgagor covenant assign the Property, a subject to any liens, easen asurance policy insuring	orance is in default of secures shall become it without any notice is that Mortgagor is land the Mortgagor winents, co Mortgagee's interes	or is foreclosed upone immediately of or demand whats awfully selzed of which warrant and demand it is not the Property.	non, thereal ue and paya soever. the estate he efend genera rictions of re	the option of the ble in full and reby conveyed ally the title to cord listed in a	further that the day and has the righthe Property against the day and the day against the day	Mortgage and the Mortgage and the Mortgage may in the latest and t	nmediately ant, convey i demands.
	SEE REVERSE	SIDE FOR A	DITIONAL	TERMS AND	225d	. ••	
IN WITNESS WHEREC	OF this Mortgage ha , 1	s been executed 9 <u>91</u>	by the Mortg	agor on this _	22110	w	Do 1
				Alic	e M. Walkei	OBE OBE	
			. `		ID 440DT0400	<u> </u>	X
STATE OF INDIANA COUNTY OFLa	ACKNOWLEDGN SS:	:				65 th3	NOON
Before me, a Notary P. personally appearedA	ublic in and for said ( lice M. Walke	r				The Cold Cold	
personally known to me, a acknowledged the same ( WITNESS my hand and o	lo be (his) (their) volu	pe the person(s) v untary act and dec	ag for uses a	Ma purposes in	וסומווו ספר והנוני?	Come in	rigage, and
My Commission Expires:	February 1	.0, 1995		atulams of	ilike		County
My Commission Expires: This instrument prepared	In Lance Rot	nesteel. An	Officer	of Bank O	ne, Merri	lville, NA	
i nis instrument prepared	uy						

## ADDITIONAL TERMS AND CONDITIONS

- 4. For the duration of any indebtedness hereby secured: (a) the Mortgagor will keep the aforesaid property in its present state of repair, normal wear and tear excepted; (b) Mortgagor will pay all taxes and assessments imposed on the said property and will otherwise take such action and exercise such forbearance as may be necessary in order that the said property shall not hereafter become subject to any lien or encumbrance superior to this Mortgage; (c) Mortgagor will procure and maintain insurance with insurance companies acceptable to Mortgagee, against damage to or destruction of the improvements included in said real estate by fire or windstorm or any cause customarily included in the term "extended coverage", such insurance to be in a sum not at any time less than the value of such improvements or the total of the indebtedness then hereby secured plus all taxes, assessments and indebtedness then secured by any liens or encumbrances superior hereto on such real estate, whichever is smaller, and to be payable to the Mortgagee as its interest may appear; (d) Mortgagor will deliver the policy or a certificate evidencing said insurance to the Mortgagee and will allow Mortgagee possession of the same; (e) In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee. Mortgagor authorizes and empowers Mortgagee as attorney-in-fact for Mortgagor to adjust and compromise any claim under any such insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, to endorse and deposit any insurance checks or drafts payable to Mortgagor, and to deduct therefrom Mortgagee's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph 4 shall require Mortgagee to incur any expense or take any action hereunder, nor prevent the Mortgagee from asserting any independent claim or action versus any such insurance carrier in its own name.
- 5. If the Mortgagor shall fail to make any payment or to obtain any insurance, service or materials necessary for the performance of any of Mortgagor's covenants above set forth; then the Mortgagee at its option may do so, and its expenditures for any such purpose shall be added to and become part of the indebtedness hereby secured. Any amount so added shall, from the date of payment thereof by the Mortgagee, bear interest at the rate of interest set forth in the indebtedness.
- 6. Unless required by applicable law or unless Mortgages has otherwise agreed to writing. Mortgagor shall not allow changes in the use for which all or any part of the Property was intended at the time this instrument was executed. Mortgagor shall not initiate or acquiesce to a change in the zoning classification of the Property without Mortgagee's prior written consent.

  7. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property at all reasonable times and
- access thereto shall be permitted for that purpose by the Mortgagor is the property of
- 8. Mortgagor shall not sell or transfer all or any part of said Property, grant an option to purchase the same, lease the Property, sell the same by contract, transfer occupancy or possession of the Property, nor sell or assign any beneficial interest or power of direction in any land trust which holds title to the Property without the prior written consent of the Mortgagee.
- 9. The Mortgagee at its option may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefor, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of the Mortgagor. No such extension, reduction, renewal or release shall effect 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 Mortgagoe. No delay by the Mortgagee in the exercise of any of its rights hereunder shall: preclude the exercise thereof so long as the mortgage is in default hereunder and no failure of the Mortgage to exercise any of his rights. because of one default shall preclude the exercise thereof for a subsequent default. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.
- 10. This Mortgage shall be governed and enforced by the laws of the State of Indiana except where the Mortgagee by reason of a law of the United States or a regulation or ruling promulgated by an agency supervising the Mortgagee is permitted to have or enforce certain provisions in this Mortgage then in that event the Mortgagee may elect to have those provisions of this Mortgage enforced in accordance with the laws of the United States. In the event that any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provisions, and to this end the provisions of this Mortgage are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor is interpreted so that any charge provided for in this Mortgage; whether considered separately or together with other charges levied in connection with this Mortgage, violates such law, and Mortgagor is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Mortgagor has been violated, all indebtedness which is secured by this Mortgage or evidenced by the Agreement and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be allocated and spread over the stated term of the Agreement.
- 11. If there is a default in the payments of any indebtedness hereby secured or in the performance of any of the Mortgagor's covenants set forth in this Mortgage or other instruments signed in conjunction with the indebtedness this Mortgage secured, or if Mortgagor should abandon the aforesaid property, or if said real estate of any part thereof should be attached, levied upon or seized, or if the Mortgagor should become bankrupt or insolvent or make any assignment for the benefit of creditors, or if a receiver should be appointed for the Mortgagor, then the entire indebtedness aforesaid shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and the real estate shall be subject to foreclosure of this mortgage, and the Mortgagee if it elects to foreclose the same shall become entitled to the immediate possession of the aforesaid property together with the rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisement laws and Mortgagor will pay all costs and attorneys' fees incurred by Mortgagee in the enforcement of the terms of this Mortgage.
- 12. (i) The word "Mortgagor" as used herein shall include all persons executing this mortgage and the word "Mortgagee" shall mean its respective successors and assigns. The singular shall mean the plural and the plural shall mean the singular and the use of any gender shall be applicable to all genders; (ii) Any forebearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law or equity, shall not be a waiver of or preclude the exercise of any such right or remedy; (iii) Each remedy provided for in: this Mortgage is distinct and cumulative to all other rights and remedies under this Mortgage or afforded by applicable law or equity, and may be exercised concurrently, independently or successively in any order whatsoever; (iv) That no change, amendment or modification of this Mortgage shall be valid unless in writing and signed by the Mortgagor and Mortgagee or their respective successors and assigns.