

REAL ESTATE MORTGAGE

Howe No 94
Judges 46209 -
0497

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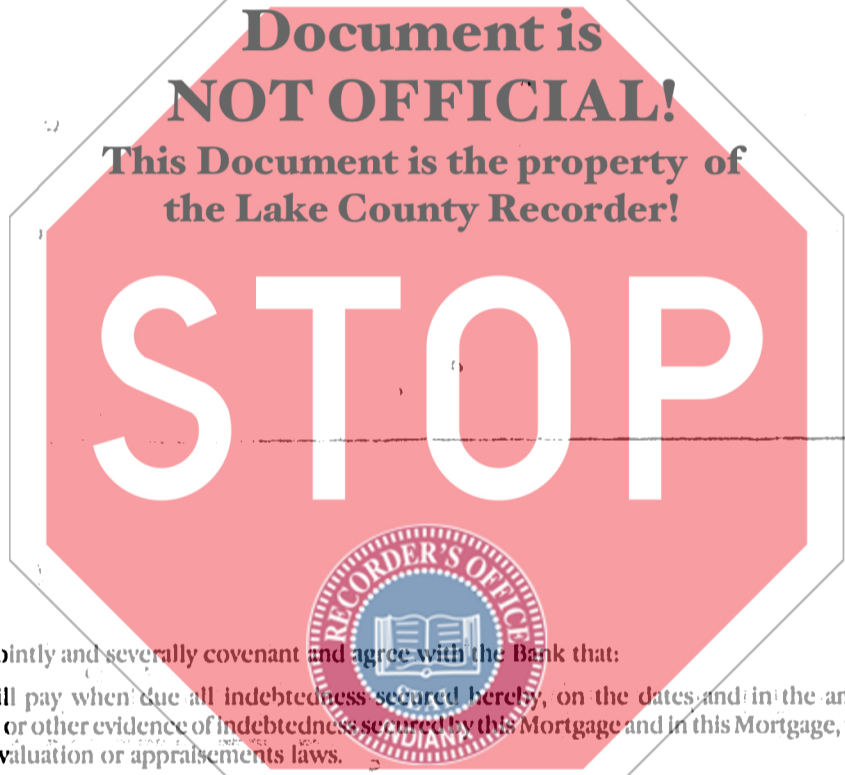
THIS INDENTURE WITNESSETH: That LAWRENCE ROSSA II AND GLENNA J ROSSA

..... (hereinafter referred to as "Mortgagors") of LAKE County, State of INDIANA MORTGAGE and WARRANT to BANK ONE, INDIANAPOLIS, NA, a national banking association with its main banking office at 111 Monument Circle, Indianapolis, Indiana 46277 (hereinafter referred to as "Bank"), the following described real estate (hereinafter referred to as "Mortgaged Premises") in LAKE County, State of INDIANA

Lot 148 in Crestwood Trace, in the City of Hobart, as per plat thereof, recorded in plat book 42, page 29, and as amended by certificate of correction recorded September 25, 1973 as document No. 222192 in the office of the recorder of Lake County, Indiana.

More commonly known as 2610 Crowsnest Dr.; Hobart, IN 46342.

This mortgage is given to secure the performance of all provisions hereof and to further secure the repayment of a certain Consumer Credit Sale Contract (hereinafter referred to as the "note" or "indebtedness"), in the principal sum of \$ 9,300.00 plus interest, dated 9-14-91 and executed by LAWRENCE ROSSA II AND GLENNA J. ROSSA and all extensions, modifications and renewals thereof.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
NOV 1 11 19 AM '91
ROBERT E. FEELAND
RECORDER

The Mortgagors jointly and severally covenant and agree with the Bank that:

1. Mortgagors will pay when due all indebtedness secured hereby, on the dates and in the amounts, respectively, as provided in any note or other evidence of indebtedness secured by this Mortgage and in this Mortgage, with attorneys' fees, and without relief from valuation or appraisement laws.
2. Mortgagors will not permit any lien of mechanics or materialmen to attach to the Mortgaged Premises.
3. Mortgagors will keep the Mortgaged Premises in good repair, and will not commit or permit waste thereon, and will pay when due all taxes and assessments levied or assessed against the Mortgaged Premises or any part thereof.
4. Mortgagors will procure and maintain in effect at all times adequate insurance from reliable insurance companies acceptable to the Bank against loss or destruction of the Mortgaged Premises on account of fire, windstorm and such other hazards and in such amounts as the Bank may require from time to time, and all such policies of insurance shall contain proper clauses making all sums recoverable upon such policies payable to the Bank and to the Mortgagors as their respective interests may appear; all such policies of insurance and all abstracts of title or title insurance policies with respect to the Mortgaged Premises shall be delivered to and retained by the Bank until the indebtedness secured hereby is fully paid.
5. Bank may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Mortgage; and all sums so advanced and paid by Bank shall become a part of the indebtedness secured hereby and shall bear interest from date of payment at the same rate or rates as the principal indebtedness evidenced by any note or other evidence of indebtedness; and such sums may include, but not by way of limitation; (i) insurance premiums, taxes and 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; (ii) the cost of any abstracts of title, surveys, or other evidence which in the discretion of Bank may be required to establish and preserve the lien of this Mortgage; (iii) all costs, expenses and attorneys' fees incurred by Bank in respect of any and all legal or equitable actions which relate to this Mortgage or to the Mortgaged Premises, during the existence of the indebtedness secured by this Mortgage; and (iv) the cost of any repairs deemed necessary and advisable by Bank to be made to the Mortgaged Premises.
6. Bank shall be subrogated to the rights of the holder of each lien or claim paid with moneys secured hereby; and Bank at its option, and on such terms as it may desire, may extend the time of payment of any part or all of the indebtedness secured hereby without in any way impairing the lien of this Mortgage or releasing Mortgagors or any of them from liability under this

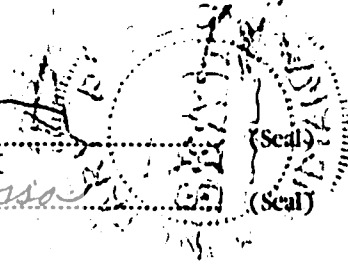
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Mortgage or under any note or other evidence of indebtedness. If any default shall occur in the payment of any instalment of indebtedness secured hereby, or in the performance of any covenant or agreement of Mortgagors hereunder, or if Mortgagors shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for Mortgagors or for any part of the Mortgaged Premises, then and in any such event all indebtedness secured hereby shall, at the option of Bank, become immediately due and payable without notice to Mortgagors, and this Mortgage may be foreclosed accordingly. The waiver by Bank of any default of Mortgagors shall not operate as a waiver of other defaults. Notice by Bank of its intention to exercise any right or option hereunder is hereby expressly waived by Mortgagors, and any one or more of Bank's rights or remedies hereunder may be enforced successively or concurrently. Any delay in enforcing any such right or remedy shall not prevent its later enforcement while Mortgagors shall be in default hereunder. In the event of the foreclosure of this Mortgage all abstracts of title and all title insurance policies for the Mortgaged Premises shall become the absolute property of Bank.

7. All rights and obligations of Mortgagors hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of Mortgagors, and shall inure to the benefit of Bank, its successors and assigns. In the event this Mortgage is executed by only one person, corporation, or other entity, the word "Mortgagors" as used herein shall be construed to mean "Mortgagor", and the terms and provisions of this Mortgage construed accordingly.

IN WITNESS WHEREOF, the Mortgagors have herunto set their hands and seals this 3rd day of October, 19 91.

[Signature]
LAWRENCE ROSSA II
[Signature]
GLENN A. J. ROSSA



STATE OF INDIANA
COUNTY OF Lake Co.

Before me, a Notary Public in and for said County and State, this 3rd day of October, 19 91, personally appeared LAWRENCE ROSSA II AND GLENN A. J. ROSSA who acknowledged the execution of the foregoing Mortgage.

I hereby certify that I am not an officer or director of the Bank.

Witness my hand and Notarial Seal



[Signature]
DAVID J. PRATER
Notary Public

My Commission Expires 4-25-1995

My County of Residence is: St Joseph

This instrument was prepared by XX UNDER THE SUPERVISION OF M. A. HEIN XXXXXXXXXX, Attorney at law.