

92012373

REAL ESTATE MORTGAGE

3 THIS INDENTURE WITNESSETH, That Joseph M. Hero and Janet Hero,
Husband and Wife

(the "Mortgagor") of Lake County, State of Indiana, MORTGAGE
AND WARRANT to Frances Hero, 11723 S. Oakridge Drive,
St. John, IN 46373

(the "Mortgagee") of Lake County, State of Indiana, the
following described real estate in Lake County, Indiana:

Lot Seventy-Three (73), Homestead Acres Fourth (4th) Addition
to the Town of St. John, Lake County, Indiana, as the same appears
of record in plat book 46, page 149, in the Recorder's Office of
Lake County, Indiana

STATE OF INDIANA/S.S.NO.
LAKE COUNTY
FILED FOR RECORD

FEB 28 12 29 PM '92

ROBERT (EC3) FREELAND
RECORDER

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NOT OFFICIAL!

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements, now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated February 28, 1992, in the principal amount of Fifteen Hundred----- Dollars (\$1,500.00) with interest as therein provided and with a final maturity date of February 28, 2004.

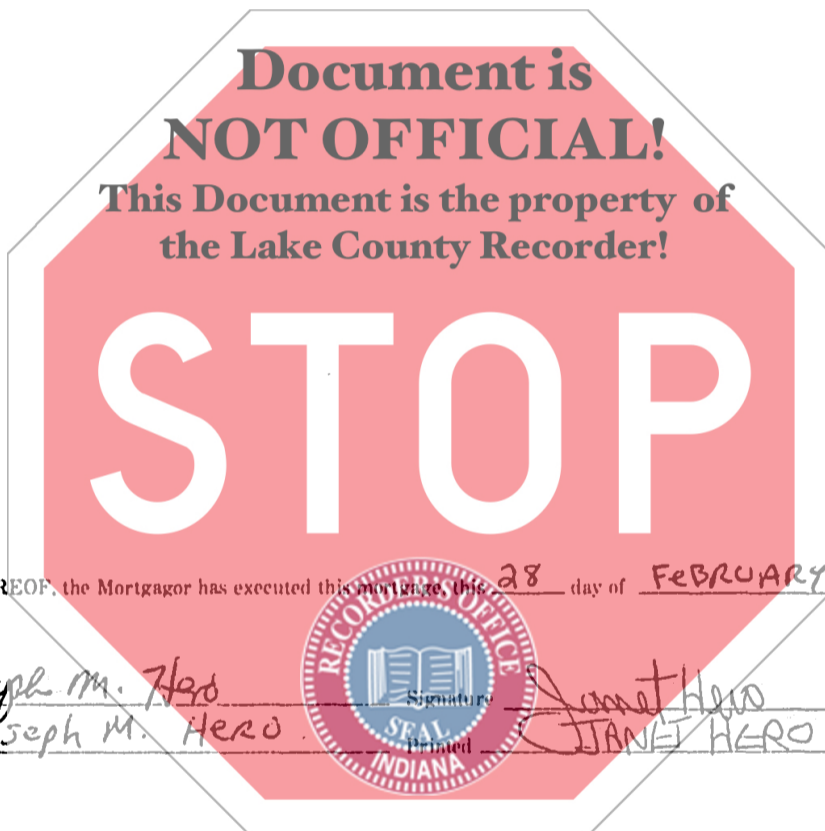
Said principal and interest are payable as follows: Subject to conditions thereon and with interest thereon at the rate of six per centum (6%) per annum from the date of February 28, 1992 until maturity on February 28, 2004 and six per centum (6%) per annum after maturity until paid, with attorneys' fees and costs of collection, and without relief from valuation and appraisal law.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

- 1. Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.
- 2. No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
- 3. Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
- 4. Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
- 5. Advancements to Protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of twelve per centum (12%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, 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, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

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- 6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged premises, except if said trustee or receiver is appointed in any bankruptcy action; then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
- 7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
- 8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect 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 Mortgagee.
- 9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.



IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this 28 day of FEBRUARY 19 92

Signature Joseph M. Hero Signature JANEI HERO
 Printed Joseph M. Hero Printed JANEI HERO

Signature _____ Signature _____
 Printed _____ Printed _____



STATE OF _____ SS: _____
 COUNTY OF _____

Before me, a Notary public in and for said County and State, personally appeared JOSEPH & JANEI HERO

who acknowledged the execution of the foregoing mortgage.
 Witness my hand and Notarial Seal this 28th day of Feb, 19 92.

Signature Mari Rybicki
 Printed Mari Rybicki
 Residing in Lake County, Indiana.



My commission expires 7-26-92

This instrument was prepared by Joseph M. Hero, attorney at law.

Return to Joseph M. Hero
11723 S. Oakridge Drive
St. John, IN 46373

PROMISSORY NOTE

\$ 1,500.00

Due Date: February 28, 2004

On or before the 28th day of February, 2004, for value received, the undersigned (jointly and severally) promise(s) to pay to the order of _____

~~Frances Hero~~ 11723 S. Oakridge, St. John, IN the sum of _____ Fifteen Hundred Dollars (\$ 1,500.00), at St. John, Indiana

or at such other place as the holder hereof may direct in writing, with interest thereon at the rate of six per centum (6 %) per annum from the date of this instrument until maturity, and six per centum (6 %) per annum after maturity until paid, with attorneys' fees and costs of collection, and without relief from valuation and appraisal laws.

The maker(s) and indorser(s) jointly and severally waive demand, presentment, protest, notice of protest and notice of nonpayment or dishonor of this note, and each of them consents to extensions of the time of payment of this note.

No delay or omission on the part of the holder hereof in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the holder hereof of any right or remedy shall preclude other or further exercise thereof or of any other right or remedy.

This note, and any extensions or renewals hereof, is secured by a (Security Agreement) (Mortgage on real estate in Lake County, Indiana) dated Feb. 28, 1992, and executed in favor of and delivered to the payee(s) hereof by Joseph M. Hero & Janet Hero, to which reference is made for other rights as to prepayment and acceleration. (If this is not a secured note, strike the foregoing paragraph.)

This note may be prepaid at any time without penalty before the due date.

Signed and delivered at St. John, Indiana

this 28th day of February, 19 92.

Signature: Joseph M. Hero

Signature: Janet Hero

Printed: Joseph M. Hero

Printed: JANET HERO

Address: 11723 So. OAKRIDGE DR ST. JOHN IN 46373

Address: 11723 S. OAKRIDGE, ST. JOHN, IN