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REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That DARRIN HIGHFILL

(the "Mortgagor") of Lake County, State of Indiana, MORTGAGE S
AND WARRANT S to NEIL HEISNER and SUE ANN HEISNER, husband and wife

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

(See attached)

ROBERT J. HILL
RECORDER

AUG 24 1 38 PM '92

CHICAGO TITLE INSURANCE COMPANY
INDIANAPOLIS, INDIANA
LAKE COUNTY
FILED FOR RECORD

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(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 XXXX of even date herewith, in the principal amount of Twenty-nine thousand----- Dollars (\$29,000.00) with interest as therein provided and with a final maturity date of September 1, 1993.

Said principal and interest are payable as follows: Eleven (11) equal and consecutive monthly installments of Three hundred (\$300.00) dollars each payable on the first day of each month hereafter beginning October 1, 1992 with interest calculated on a daily basis beginning August 17, 1992 and a final installment due by September 1, 1993 of all the remaining unpaid principal accrued interest and any other charges then due on said maturity date. A late charge of Five (\$5.00) dollars will be due and payable on any monthly installment payment not received by Payee within four (4) days of its due date and shall become part of the principal balance due if not paid within thirty (30) days thereafter.

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 eight per centum (8%) 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 shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, 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 17th day of August 1992
 Signature Darrin Highfill Signature _____
 Printed DARRIN HIGHFILL Printed _____

Signature _____ Signature _____
 Printed _____ Printed _____

STATE OF _____ }
 COUNTY OF _____ } ss:

Before me, a Notary Public in and for said County and State, personally appeared DARRIN HIGHFILL

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 17th day of August, 1992.

Signature Thelma Jean Carter
 Printed Thelma Jean Carter

NOTARY PUBLIC Lake County, Indiana

My commission expires September 17, 1992

This instrument was prepared by Andrew J. Kopko, attorney at law.
 8585 Broadway, Suite 610

Return to _____
 Merrillville, IN 46410
 Telephone (219) 769-1313

PARCEL 1: PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND PM., BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WILHELM STREET AND THE EASTERLY LINE OF JUNCTION AVENUE IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID JUNCTION AVENUE A DISTANCE OF 73.40 FEET; THENCE ALONG A LINE BEARING NORTH 60 DEGREES 32 MINUTES EAST 160.20 FEET; THENCE ALONG A LINE BEARING NORTH 23 DEGREES 37 MINUTES WEST A DISTANCE OF 31.10 FEET TO THE SOUTHERLY LINE OF A PUBLIC ALLEY; THENCE EAST ALONG THE SOUTHERLY LINE OF SAID PUBLIC ALLEY A DISTANCE OF 102.29 FEET TO A POINT 297 FEET WEST OF THE WEST LINE OF AUSTIN AVENUE (MEASURED ALONG THE SOUTH LINE OF SAID ALLEY) FROM THE INTERSECTION OF SAID ALLEY WITH THE WEST LINE OF AUSTIN AVENUE, SAID WEST LINE OF AUSTIN AVENUE BEING 16-1/2 FEET WEST OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15) THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 152.67 FEET TO THE NORTH LINE OF WILHELM STREET; THENCE WESTERLY ALONG THE NORTH LINE OF WILHELM STREET A DISTANCE OF 179.80 FEET TO THE POINT OF BEGINNING, EXCEPTING A STRIP OF LAND LYING EASTERLY OF A LINE DRAWN 50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT, ALL IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA.

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PARCEL 2: PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND P. M., MORE PARTICULARLY DESCRIBED AS COMMENCING AT A POINT ON THE NORTH LINE OF WILHELM STREET, SAID POINT BEING 313.56 FEET, MEASURED ALONG SAID WILHELM STREET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH PARALLEL TO SAID EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 152.67 FEET TO THE SOUTH LINE OF THE PUBLIC ALLEY; THENCE WESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 50.0 FEET; THENCE SOUTH PARALLEL TO SAID EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 152.30 FEET TO THE NORTH LINE OF SAID WILHELM STREET; THENCE EASTERLY ON SAID NORTH LINE A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING, ALL IN THE TOWN OF SCHERERVILLE, IN LAKE COUNTY, INDIANA.

