460870 71 THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY, THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF

92055244 REAL ESTATE MORTGAGE

This indenture witnesseth that

LAW AND MAY ONLY BE DONE BY A LAWYER.

FIRST CHURCH OF THE NAZARENE

OF HIGHLAND, INDIANA

of

Lake County, Indiana,

as MORTGAGORIS

Mortgages and warrants to

HELEN M. TOMLIN

of

Lake County,

Indiana, AB MO GAGERA

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the following real estate in State of Indiana, to wit:

Lake

Document is

feet of the East 340 feet of that part of The West 100 Northeast Quarter of the Southwest Qua on 28 This washinger North prangery of West Quarter Second Principale Mexical and des drebed des! Commencing at a point 1991.50 feet North of the Southeast corner of the East Half of the West Half of said Section 28; thence running North 165 feet; thence West 1323.30 feet to an iron pipe in the East line of the right of way of the Chicago, Indiana and Southern Railroad; thence South on said right of way line 151.56 feet to the center line of Hart Road; thence Easterly along the center line of Hart Road 1323.30 feet to the point of beginning, in the Town of Highland, Lake County, Indiana.

as well as the rents, profits and any other income which may be derived therefrom, to scenre the performance of all conditions and stipulations of this agreement and?

A To secure the payment, when the same shall become due, of the following indebtedness of even date herewith:

Promissory Note in the amount of Forty Thousand & 00/100 (\$40,000.00) Dollars

кжжжжіндық жылымын минирымкырынқ монерскердік ық міккей құмық with interest at the rate of per annum computed semi-annually during such period when there shall be any delinquency or default in the payment of any moneys to be paid on this obligation and to be computed to the next interest period following such delinquency or default, and said rate shall continue to be paid until all delinquencies and defaults are removed by the beginning of a succeeding interest period, all without relief from Valuation and Appraisement Laws, and with attorney's fees:

- B Also securing any renewal or extension of such indebtedness;
- C Also securing all future advances to the full amount of this mortgage:
- D Also securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or

HHEBBERGERER BERGERER BERGERER BERGERER BERGERER BERGERER BERGERER BERGERER BERGERER BERGER BERGER BERGER BERGER BERGERER BERGER BERGERER BERGER BER mesormachapomones workers with in nogo kalbabay widely water the payments become due, without work

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises herein mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any partian thereof.

THE RESIDENCE COUNTRY

- 2. To exercise due diligence in the operation, management and occupation of said real estate and the improvemnts thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee shall have the right to inspect said premises at all reasonable times.
- 3. The holder of this obligation may renew the same or extend the time of payment of the indebtedness or any part thereof or reduce the payments thereon; and any such renewal, extension or reduction shall not release any maker, endorser, or guarantor from any liability on said obligation.
- 4. No sale of the premises hereby mortgaged or extension of time for the payment of the debt hereby secured shall operate to release, discharge or modify in any manner the effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.
- 5. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.
- 6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.
- 7. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title to the said real estate, together with interest thereon at the rate of eight per cent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said forestosure by the holder thereof the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.
- the Lake County Recorder!

 8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.
- 9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.
 - 10. Additional Covenants: The obligation nerein is a "purchase money mortgage."



State of Indiana, Lake County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 24th day of August 10 92 personally appeared: FIRST CHURCH OF THE NAZARENE OF HIGHLAND, INDIANA by its Board of Trustees

David M. Brantley and Lawrence J. Carroll

and acknowledged the execution of to ness whereof, I have hereunto subser	he foregoing mortgage. In wit- ibed my name and affixed my
official scal. My commission expires Kathleen L. Teeling	
Resident ofLak	e County

Mail to: _

nasad	this 24day	· as Augus	F 1092
Datea	thisaa	4 OI 4 10 1	<u></u>

NAZARENE OF HIGHLAND, IND by its Board of Trustees	_Seal IANA , _Seal
By: A au of M. Brant Ley Pastor	Aszv LScal
By: January Carroll Inswrence J. Carroll	Seal
	Scal Seal

This instrument prepared by WILLIAM J. MORAN, 9105-A Indianapolis Boulevard, Attorney at Law Highland, Indiana 46322