

WHEN RECORDED MAIL TO:

NATIONAL AMERICAN INSURANCE COMPANY
P.O. Box 68932
Indianapolis, Indiana 46268

INDIANA REAL ESTATE MORTGAGE

THIS REAL ESTATE MORTGAGE (hereinafter "Mortgage") is executed this 6 day of November, 1992, by and between Celestine Dean who resides at 3625 Virginia St., Gary, IN 46409 (hereinafter "Mortgagor"), and National American Insurance Company with principal offices at 1008 Manuel Ave., Chandler, Oklahoma 74834 (hereinafter "Mortgagee").

STATE OF INDIANA
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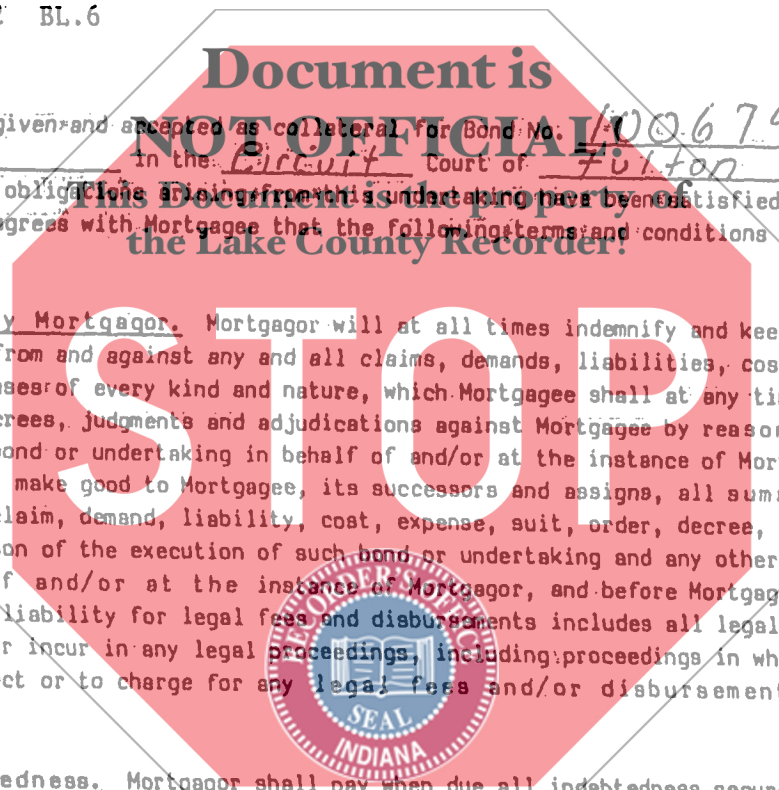
In consideration for the mutual promises and covenants contained herein, and in consideration for the aggregate sum named in the Promissory Note, (hereinafter "Note"), the terms and conditions of which are more fully hereinafter described, the Mortgagor hereby grants, mortgages and warrants to Mortgagee, together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements, now or hereafter belonging, appertaining, attached to, or used in connection therewith, and all rents, issues, income, or profits thereof, the following described real estate (hereinafter "Mortgaged Premises"), located in Lake County, Indiana.

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Document is

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00679

This Mortgage is given and accepted as collateral for Bond No. 00679 posted in behalf of Acie Ellis in the Circuit Court of Fulton County and shall be returned when all obligations hereunder have been satisfied with no loss to Mortgagee. Mortgagor covenants and agrees with Mortgagee that the following terms and conditions shall be applicable to the Mortgaged Premises:



1. Indemnification by Mortgagor. Mortgagor will at all times indemnify and keep indemnified Mortgagee and save harmless Mortgagee from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which Mortgagee shall at any time sustain or incur, and as well from all orders, decrees, judgments and adjudications against Mortgagee by reason or in consequence of having executed such bond or undertaking in behalf of and/or at the instance of Mortgagor (or any of them) and will pay over, reimburse, make good to Mortgagee, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, cost, expense, suit, order, decree, payment and/or adjudication against Mortgagee by reason of the execution of such bond or undertaking and any other bonds, or undertakings executed in behalf of and/or at the instance of Mortgagor, and before Mortgagee shall be required to pay thereunder. Mortgagor's liability for legal fees and disbursements includes all legal fees and disbursements that Mortgagee may pay or incur in any legal proceedings, including proceedings in which Mortgagee may assert or defend its right to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.

2. Payment of Indebtedness. 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.

3. No Liens. Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises for any part thereof for more than 45 days after receiving notice thereof from Mortgagee.

4. Repair of Mortgaged Premises; Insurance. Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as 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 Mortgagee and Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by Mortgagee until the indebtedness secured hereby is fully paid.

5. Taxes and Assessments. 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.

6. Advancements to Protect Security. Mortgagee may, at its 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 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 percent (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 attorneys' fees incurred by Mortgagee in respect of any and all legal equitable proceedings which relate to this Mortgage or to the Mortgaged Premises.

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