

REAL ESTATE MORTGAGE

VELMA J. HART N/K/A VELMA J. L

BANC ONE FINANCIAL SERVICES, INC. 2028 W. 81st AVE. P.O. BOX 10485

MERRILLVILLE, IN 46411-0485

THIS INDENTURE WITNESSETH That HAWKINS, HER HUSBAND AS HIS

219/769-3386

the "Mortgagor" of SERVICES, INC. of

LAKE MERRILLVILLE

County, Indiana, mortgage(s) and warrant(s) to BANC ONE FINANCIAL , Indiana, the "Mortgagee" the following described real estate, in

County, Indiana, to-wit:

LOTS 8 AND 9, BLOCK "F", GRAND BOULEVARD SUBDIVISION, IN THE CITY OF GARY. AS SHOWN IN PLAT BOOK 21, PAGE 13. IN LAKE COUNTY. INDIANA.

RE-RECORD TO SHOW NOTARY SIGNATURE

TOGETHER with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures, and improvements flow or hereafter belonging, appertaining, attached to, or used in connection therewith, (Hereinafter referred to as the "Mortgaged Fremises") and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereofend the payment of one promissory Note from Mortgagor principal together with interest as provided therein and maturing on

And also to secure the payment of any renewals, modifications or extractions or extractions. 18207.6 2000

And also to secure the payment of any renewals, modifications or extensions of the said indebtedness.

Mortgagor covenants and agrees with Mortgagoe that: Mortgagor will pay the indebtedness as hereinbefore provided including paying any deficiency become relief from valuation and appraisement laws, keep the improvements on the property insured against loss or damage by fire and such other risks customarily covered by fire and extended coverage insurance in amounts as may be required from time to time by Mortgagee and procured from an insurance company chosen by Mortgager and acceptable to Mortgagee, observe and perform all covenants, terms and conditions of any prior mortgage or any lease if this mortgage is on a leasehold; keep the Mortgaged Premises in good repair, promptly pay all taxes, assessments, and legal charges against said property, insurance premiums, installments of principal and interest on any prior mortgage, and, to the extent permitted by law, reasonable attorney's fees and court costs which actually are expended in the enforcement of delense of the terms of this mortgage or the lien hereof or of any other instrument evidencing or securing the loan plus fees paid public officers for filling, recording and releasing this mortgage or any other instrument securing this loan, and in the event of default in any payment the Mortgagee may pay the same and the Mortgager shall repay to the Mortgagee the amount so paid together with interest at the highest rate provided for in the note secured hereby not to exceed the highest amount permitted by to the Mortgagee the amount so paid together with interest at the highest rate provided for in the note secured hereby not to exceed the highest amount permitted by taw, and all sums so paid will be secured by this mortgage; no improvements shall be removed or destroyed without the written consent of the Mortgagee; the Mortgagee shall be entitled to the appointment of a receiver in any action to forecloss; upon default being made in the payment of any of the installments heretofore specified on the due date thereof, or upon default in any of the terms, covenants or conditions of this mortgage or of the note secured hereby, or in the event Mortgagor shall abandon the Mortgaged Premises, die, become bankrupt or insolvent, or make an assignment for the benefit of creditors, or in the event of sale or transfer of the premises by the Mortgagor without the consent in writing of the Mortgagee, or if wasts shall be complied or permitted, or should any action or proceedings be filled in any court to enforce any lien on, claim against, or interest in the above described real state, their the entire unpaid balance shall immediately become due and payable at the option of the Mortgagee, and payment may be enforced by the foreclosure of the mortgage and sale of the property. In the event of default in the payment of any installments or upon default in any of the terms, covenants or conditions of this Mortgage. Or of the Note secured hereby, all rents assues, income and profits in connection with the Mortgaged Premises. Any rents, income, issues and/or profits received by Mortgagor in connection, with the Mortgage Premises at a time when there is a default in any of the terms, covenants or conditions of this Mortgage or of the Note secured hereby shall be deemed held in trust for Mortgagee, and to Mortgagee and to Mortgagee

indebtedness secured hereby is fully paid. Any forbearance by Mortgagee in exercising any right or remedy hereunder, under the note or otherwise afforded by applicable law, shall not be a water of or preclude the subsequent exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgage shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised currently, independently or successively

Mortgagor includes each person executing this instrument if more than one, his heirs, successors and assigns and Mortgages includes its successors, sales and

attorneys

IN WITNESS WHEREOF, the mortgagor, and each of them, has hereunto set his hand and seal this OSTH

MAY

STATE OF INDIANA, COUNTY OF

SS:

(Seal)

Before me, a Notary Public in and for said County and State personally appeared the above VELMA J. HART NAKIA HAWKINS AND WALTER HAWKINS. HER HUSBAND AS HIS and acknowledged the execution of the foregoing Mortgag

05TH Witness my hand and Notarial Seal this day of

LAKE

dansoh K Hilani

My Commission Expires:

04-03-99

My County of Residence:

LAKE

THIS INSTRUMENT WAS PREPARED BY Nancy J. Gargula, Attorney at Law, and completed by

LAKE