

95068529

95 NOV -9 AM 10:27

REAL ESTATE MORTGAGE

RECORDER

THIS INDENTURE WITNESSETH that Eric A. Patricks and Tamara S. Patricks, Husband and Wife, hereinafter referred to as MORTGAGORS, Mortgage and Warrant to Thomas G. Paterson, as MORTGAGEE, the following described real estate in Lake County, State of Indiana, to wit:

The East 6 Rods of the East 18 Rods of the West 22 Rods of the West Half of the Southwest Quarter of the Northeast Quarter of Section 25, Township 36 North, Range 9 West of the 2nd P.M., lying South of the Centerline of Ross Road, in Lake County, Indiana

commonly known as 4044 Ross Road, Gary, Indiana; and the rents and profits therefrom, to secure the payment, when the same shall become due of a promissory note in the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) of even date herewith.

Mortgagors further covenant and agree 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 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 to be delivered to possession of Mortgagee to be held continuously through the period of the existence of said indebtedness or any portion thereof. It is further expressly agreed that until said indebtedness is paid, the Mortgagor shall keep all taxes and charges against the real estate paid as they become due, failing to do so, the Mortgagee may pay said taxes and the amount so paid, with interest thereon, shall become part of the indebtedness secured by this mortgage.

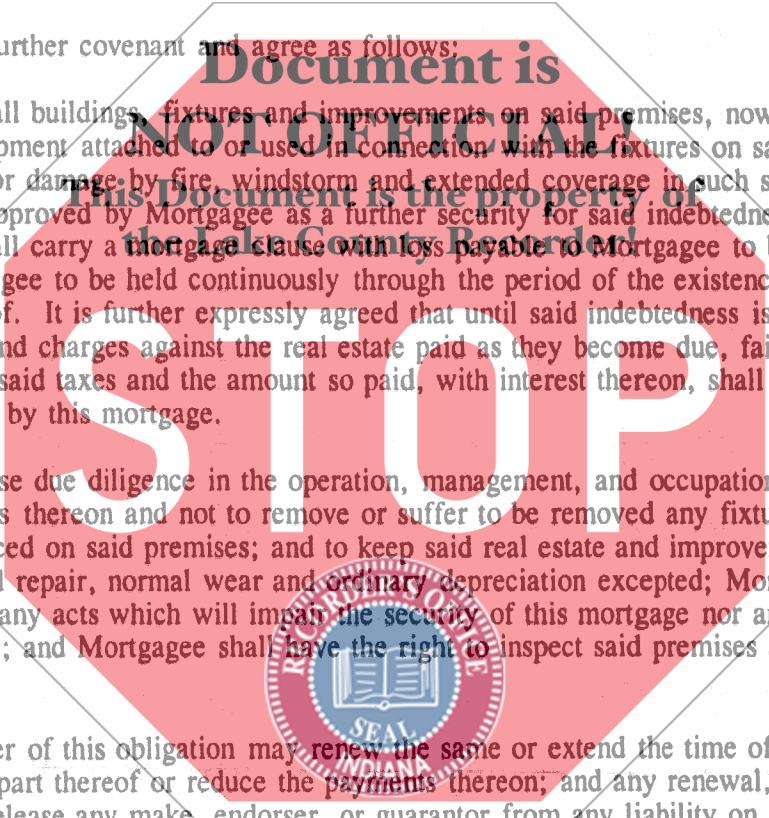
2. To exercise due diligence in the operation, management, and occupation of said real estate and the improvements thereon and not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal wear and ordinary depreciation excepted; Mortgagors 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 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.

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 and after twenty days notice of such default, 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



Chicago Title Insurance Company

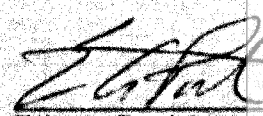
1190
Be
Su


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 purchase foreclosure minutes from Chicago Title Insurance Company, at the expense of Mortgagors to show the condition of the title at the date of said default and which sums necessarily spent for such foreclosure minutes for the said real estate, together with interest thereon at the rate of ten (10) 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 foreclosure by the holder thereof, the minutes and any supplement thereto shall be the absolute property of the Mortgagee.

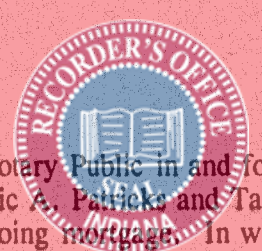
8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court 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 the Mortgagors or their successors in ownership.

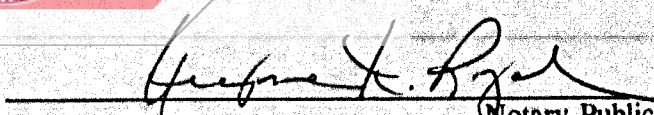

Eric A. Patricks


Tamara S. Patricks

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)



Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of November, 1995 personally appeared Eric A. Patricks and Tamara S. Patricks, Husband and Wife and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal.


ARLYNE K. ROYAL, Notary Public

My Commission Expires: APRIL 30 1999
Resident of LAKE County

This instrument prepared by William I. Fine, Attorney at Law, 2833 Lincoln Street, Suite F, Highland, Indiana