

REAL ESTATE MORTGAGE

(INDIANA DIRECT-NOT FOR PURCHASE MONEY)

MORTGAGE DATE

_02 -	07	_	97
MO	DAY	,	YEAR

THIS INDENTURE MADE OF MORTGAGOR(S)		MORTGAGEE		· · · · · · · · · · · · · · · · · · ·		_
NAME(S)		NAME(S)				
11811 TR D	11477 400					
NELLIE R.	WALLACE	İ				
		BANK CALLIMET NAT	TIONAL ASSOCIAT	ION		
ADDRESS		ADDRESS	BANK CALUMET, NATIONAL ASSOCIATION			
530 CHERRY ST.		5231 HOHMAN AVE.				
Υ		CITY				
HAMMOND		HAMMOND				
UNTY	STATE	COUNTY	STATE			
LAKE	IN	LAKE	INDIAN	VA.		
TNESSETH:	orderen branch	Document is	antichum un	UOUCAND		
That whereas, in order to evolute HUNDRED NTNET	vidence her just TY FOUR AND 80/100-	indebtedness to the Mortgagee in the s	um of IWENII I	HOUSAND	•	
			her			lları
	ror money loaned by the Morigag	ee, the Mortgagor(s) executed and delines thereby provided to the order of the t	Vortgegee in lawful n	noney of the LI	Cer	
		Lake County, Indiana, with attorney's f				
		ted in the instalment Note & Security				
yable as follows:	•	·	-			
In <u>120</u> i	instalments of \$170 . 79		beginning on the	7th	day of	
stalment Note & Security Agr	gor(s) in consideration of the more	od continuing on the same day of each a ney concurrently loaned as aforesaid, a punctual and faithful performance of all a by MORTGAGE and WARRANT unto the	and in order to secure	the prompt panants and agre	ayggent of a semests her	reir
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together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also the right, title, interest and estate of the Mortgagor(s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisement laws of the State of Indiana, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or in any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the Mortgagor(s) expressly covenant(s) and agree(s) with the Mortgagee as follows, to-wit:

legioer from Il Liana Financial, Inc., (708) 598-9000

To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Indiana, acceptable to the Mortgagee, which policy shall contain a loss-payable clause in favor of the Mortgagee as its interest may appear, and if the Mortgagor(s) fail to do so, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of indebtedness of the Mortgagor(s) for a period not exceeding the term of such indebtedness and to charge Mortgagor(s) with the premium thereon, or to add such premium to the indebtedness of the Mortgagor(s), and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for this purpose.

If Mortgagee elects to waive such insurance, Mortgagor(s) agree to be fully responsible for damage or loss resulting from any cause whatsoever, Mortgagor(s) agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagor(s) further agree: to pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all instalments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof, provided that if Mortgagor(s) fail to make any of the foregoing payments, the Mortgagoe, at its discretion, may pay the same on behalf of the Mortgagor(s) and may charge Mortgagor(s) with the amount so paid, adding the same to the indebtedness of the Mortgagor(s), which is secured hereby, and provided, however, that it shall not be obligatory upon the Mortgagee to advance funds for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments or into the necessity of such repairs, to exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any instalments when due, or if the Mortgagor(s) shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagor(s) herein contained be incorrect or if the Mortgagor(s) shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at the Mortgagor(s) shall abandon the mortgaged property, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagor(s) shall pay all costs, including reasonable attorney's fees, expenses of receivership and any additional expenses which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage and in the event of foreclosure of this mortgage. Mortgagor(s) will pay to Mortgagee, in addition to tax able costs, a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of the Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgague may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties kereto

STATE OF INDIANA. COUNTY OF LAKE	ان WITNE WHEREOF, said Mortgagor(s) hereunto set hand and seal the day and year first above written
Before me, the undersigned, a Notary Public in and for said County and	
State on this 7th day of	Morigagor NELLIE R. WALLACE (Seal)
MARCH 19 97 WOLAND Personally appeared NELLIE R. WALLACE	Mortgagor (Seal)
	(Seal)
and aukitowledged the execution of the above and foregoing mortgage. Witness my Signature and Seal	(Seal)
My Commission Expires MY COMMISSION EXPIRES	Mortgagor
February 12, 1999	
BANK CALUMET, NATIONAL ASSOCIATION P.O. BOX 69 HAMMOND, IN 46325 E INSTALMENT LOAN DEPT.	
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DIANE H. SOBOTA, VICE PRESIDENT

THIS INSTRUMENT PREPARED BY: _