

The Loan Zone
15 West 80th Place
Merrillville, IN 46410

MORTGAGE

National City Bank of Indiana
101 West Washington Street, Suite 715E
P.O. Box 5056
Indianapolis, Indiana 46255

This Indenture Witnesseth, That CHARLES E BUTLER AND ONEIDA BUTLER HUSBAND AND WIFE

(Mortgagors) of LAKE County, State of Indiana, MORTGAGE and WARRANT to National City Bank of Indiana, (Mortgagee) the following described real estate located in LAKE County, Indiana:
Common address 3943 Jefferson St GARY IN
(Street Address or R.R.) (City) (Twp.) (State)

The Legal Description as follows:

LOT 35 AND THE NORTH 1/2 OF LOT 36 IN BLOCK 11 IN GEORGE AND WILLIAM EARLE'S SECOND GLEN PARK ADDITION, TO THE CITY OF GARY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 19, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

97066993

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
97 OCT - 3 11 2:07
MORRIS W. CARTER
RECORDER

together with all rights, privileges, interest, easements, improvements and fixtures now or hereafter located upon or appertaining to the real estate (collectively referred to as the "Mortgaged Premises"), and all rents, issues, income and profits thereof, to secure the payment when due of the Borrowers under certain PROMISSORY ("NOTE(S)").

dated 10/01/97, 1997, in the sum of \$ 18118.65

dated _____, 19____, in the sum of \$ _____

payment as therein provided, or as extended or renewed, executed by Borrowers, to Mortgagee.

For the purpose of inducing the Mortgagee to make the loan hereby secured, the Mortgagor(s) represent to the Mortgagee, that Mortgagor is the owner in fee-simple of the premises herein mortgaged, that legal title thereto is free and clear from all encumbrances of whatsoever kind of nature, except current taxes and that this mortgage is the only other encumbrance on said premises; and that the mortgagors and each of them are of the full age of 18; and suffers no incapacity and have authority to execute this mortgage.

Mortgagors jointly and severally covenant and agree with Mortgagee that:

FIRST: Mortgagors will pay all indebtedness secured by this Mortgage when due, together with costs of collection and reasonable attorneys' fees, all without relief from valuation and appraisal laws.

SECOND: Mortgagors shall pay all taxes or assessments levied or assessed against the Mortgaged Premises or any part thereof when due and before penalties accrue. Also, Mortgagors shall not permit any mechanic's lien to attach to the Mortgaged Premises or any part thereof or further encumber the mortgaged premises without Mortgagee's prior written consent.

THIRD: Mortgagors shall keep the Mortgaged Premises in good repair at all times and shall not commit or allow the commission of waste thereon. Mortgagors shall procure and maintain in effect at all times hazard (fire and extended coverage) insurance in an amount which is at least equal to the loan amount after taking into account insurable value as multiplied by the applicable coinsurance percentage, such insurance to be in amounts and with companies acceptable to Mortgagee and with a standard Mortgagee clause in favor of Mortgagee.

FOURTH: Mortgagee may, at its option and from time to time, pay all sums of money which in its judgment may be necessary to perfect or preserve the security intended to be given by this Mortgage. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become a lien upon the Mortgaged Premises or any part thereof and all costs, expenses and attorneys' fees incurred. All sums of money so paid shall be and become a part of the mortgage debt secured hereby and payable forthwith at the same rate of interest that is disclosed in the (note(s)) and the Mortgagee shall be subrogated to any lien so paid by it.

FIFTH: Upon any default by Mortgagors under this Mortgage or in the payment when due of any amounts under the (note(s)) or this Mortgage, or if Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for Mortgagors or for any part the Mortgaged Premises the entire indebtedness secured hereby shall, at the option of Mortgagee and without notice or demand, become immediately due and payable and this Mortgage may be foreclosed accordingly. Upon foreclosure, Mortgagee may take possession of the Mortgaged Premises to collect any rents, issues, income or profits and apply the same to the payment of indebtedness secured hereby or leave a receiver appointed to take possession of the Mortgaged Premises and collect all rents, issues, income or profits, during the period of foreclosure and redemption. In the event of foreclosure, Mortgagee may continue the abstract of title to the Mortgagee Premises, or obtain other appropriate evidence of title or title insurance, and the cost thereof shall be added to the unpaid principal balance secured by this Mortgage. All rights and remedies of Mortgagee hereunder are cumulative and are in addition and not in limitation of any rights or remedies which Mortgagee may otherwise have by law. No waiver of any default or failure or delay to exercise any right or remedy by Mortgagee shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence.

SIXTH: If Mortgagors shall sell, assign or otherwise transfer ownership of the Mortgaged Premises or any part thereof without prior written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and payable.

SEVENTH: That it is contemplated that the Mortgagee may make future advances to the Mortgagors or Borrowers, in which event this Mortgage shall secure the payment of any and all future advances and of any additional amount, provided that at no time shall the total amount owed by the Mortgagors or Borrowers to this Mortgagee and secured by this Mortgage from said Mortgagors or Borrowers to said Mortgagee exceed the sum of 40390.20 and provided further that such future advances are equally secured and to the same extent as the amount originally advanced on the security of this Mortgage. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes or other evidence of indebtedness stating that said notes or other evidence of indebtedness are secured hereby. The Mortgagee at its option may accept a renewal note, or notes, at any time for any portion of the indebtedness hereby secured and may extend the time for the payment of any part of said indebtedness without affecting the security of this Mortgage in any manner.

This Mortgage shall also secure the payment of any other liabilities, joint, several, direct, indirect, or otherwise, of Mortgagors to the holder of this Mortgage, when evidenced by promissory notes or other evidence of indebtedness stating that said notes or other evidence of indebtedness are secured hereby.

EIGHTH: All rights and obligations of Mortgagors hereunder shall be binding upon their heirs, successors, assigns and legal representatives and shall inure to the benefit of Mortgagee and its successors, assigns and legal representatives.

IN WITNESS WHEREOF, Mortgagors have executed this Mortgage on this 1st day of OCTOBER, 1997.

Charles E. Butler
Signature

Signature

CHARLES E BUTLER
Printed

Printed

Oneida Butler
Signature

Signature

ONEIDA BUTLER
Printed

Printed

STATE OF INDIANA

SS.

COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, appeared CHARLES E BUTLER AND ONEIDA BUTLER
HUSBAND AND WIFE

each of whom, having been duly sworn, acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 1st day of October, 1997.

County of Residence: LAKE

My Commission Expires: 4/20/99

This Instrument prepared by Cory Golkowski

Cory Golkowski
Signature
Cory Golkowski
Printed

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