

entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagors shall pay all costs 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, Mortgagors will pay to the Mortgagee, in addition to taxable costs, and 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.

Unless prohibited under state law, as additional security, Mortgagor hereby gives to and confers upon Mortgagee the right, power, and authority, during the continuance of this mortgage agreement to collect the rents, issues, and profits of said property, reserving unto Mortgagor the right, prior to any default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Mortgagee, upon giving written notification to the Mortgagor or his successors, etc., may either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of collection of such rents, issues and profits, and the application thereof aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

No failure on the part of 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 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 Mortgagee 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 hereto.

The plural as used in this instrument shall include the singular where applicable.

The real property hereby mortgaged is located in LAKE County, State of Indiana, and is described as follows:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SIUATE IN LAKE COUNTY, INDIANA, KNOWN AND DESCRIBED AS BEING LOT NINE (9) EXCEPT THE SOUTH 8 FEET THEREOF, ALL OF LOT EIGHT (8), AND THE SOUTH 10 FEET OF LOT SEVEN (7), BLOCK 15, JOE R. LANE'S FIRST ADDITION TO IVANHOE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2 PAGE 71, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

IN WITNESS WHEREOF Mortgagors have executed this mortgage on the day above shown.

Robert E. Whittaker
ROBERT E. WHITTAKER

MORTGAGOR

Edith E. Whittaker
EDITH E. WHITTAKER

MORTGAGOR

ACKNOWLEDGEMENT BY INDIVIDUAL OR PARTNERSHIP BORROWER

STATE OF INDIANA, COUNTY OF LAKE, SS.

Before me, the undersigned, a notary public in and for said county and state, personally appeared ROBERT E. WHITTAKER AND EDITH E. WHITTAKER, HUSBAND AND WIFE. and acknowledged in the execution of the foregoing mortgage.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal this 25TH day of SEPTEMBER, 1998

My Commission Expires: **NOTARY PUBLIC STATE OF INDIANA**
LAKE COUNTY
MY COMMISSION EXP. MAR. 25, 2000

Steve Kramer
NOTARY PUBLIC

STEVE KRAMER

NOTARY: PLEASE PRINT NAME AND COUNTY

This instrument was prepared by SHANNON GALUS

ORIGINAL (1)
BORROWER COPY (1)
RETENTION COPY (1)

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