

Chicago Title Insurance Company

2000 002944

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 JAN 14 AM 9:50

MORRIS W. CARTER
RECORDER

3

**REAL ESTATE MORTGAGE
(INDIANA DIRECT-NOT FOR PURCHASE MONEY)**

L199006540 LD

MORTGAGE DATE

Document is NOT OFFICIAL!
1 - 07 - 2000
MO DAY YEAR

THIS INDENTURE MADE ON THE DATE NOTED ABOVE, BY AND BETWEEN THE PARTIES LISTED BELOW,

MORTGAGEE		MORTGAGEE	
NAME(S) Richard A. Brockway 11 Deborah E. Brockway husband and wife		NAME(S) BANK CALUMET, NATIONAL ASSOCIATION	
ADDRESS 12606 W. 85th Avenue		ADDRESS 5231 HOHMAN AVE,	
CITY St. John		CITY HAMMOND	
COUNTY Lake	STATE Indiana	COUNTY LAKE	STATE INDIANA

WITNESSETH:

That whereas, in order to evidence their just indebtedness to the Mortgagee in the sum of Fifty Thousand Two Hundred Sixty and 78/100 dollars (\$ 50,260.78) for money loaned by the Mortgagee, the Mortgagor(s) executed and delivered their certain Instalment Note & Security Agreement of even date, payable as thereby provided to the order of the Mortgagee in lawful money of the United States of America at the office of the Mortgagee in the City of Hammond, Lake County, Indiana, with attorney's fees, without relief from valuation and appraisal laws, and with interest after maturity, until paid, at the rate stated in the Instalment Note & Security Agreement of even date, said indebtedness being payable as follows:

1300
E.P.
CT

25 x 17

In 120 instalments of \$ 616.44 beginning on the 6th day of February ~~19~~ 2000 and continuing on the same day of each and every month thereafter until fully paid.

Now therefore, the Mortgagor(s) in consideration of the money concurrently loaned as aforesaid, and in order to secure the prompt payment of said Instalment Note & Security Agreement, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the Mortgagor(s), do(es) hereby **MORTGAGE** and **WARRANT** unto the Mortgagee, its successors and assigns. all and singular the real estate situate, lying and being in the County of Lake

State of Indiana, known and described as follows, to-wit:

PROPERTY DESCRIPTION
"SEE ATTACHED" Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!

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 appraisal 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:

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 Mortgagee, 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 Mortgagee's option, become immediately due and payable, 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 I, 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 taxable 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 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.

STATE OF INDIANA,
COUNTY OF LAKE

ss:

IN WITNESS 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 January ~~10~~ 2000 personally appeared Richard A. Brockway II Deborah E. Brockway and acknowledged the execution of the above and foregoing mortgage.

[Signature] (Seal)
Mortgagor Richard A. Brockway II

[Signature] (Seal)
Mortgagor Deborah E. Brockway

Mortgagor (Seal)

Mortgagor (Seal)

Witness my Signature and Seal

[Signature]
Notary Public

My Commission Expires

Mortgagor

Star Lugar
Notary Public, State of Indiana
Lake County
My Commission Exp. 6/25/07

D
E
L
I
V
E
R
Y

BANK CALUMET
P.O. BOX 69
HAMMOND, INDIANA 46325
INSTALMENT LOAN DEPT.

THIS INSTRUMENT PREPARED BY: Douglas C. Clapp, Personal Loan Officer

BC-267 REV. 4-97

25 x 10

PROPERTY DESCRIPTION

PARCEL 1:

Being a parcel of land lying in the West 1/2 of Section 20, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, AND a part of Lot 17, Pon & Co's St. John Acres, as per plat thereof, recorded in Plat Book 26, page 42 in the Office of the Recorder of Lake County, Indiana, said parcel being more particularly described as follows:

Commencing at the Southeast corner of Lot 17 (Northeast corner of Lot 28), in the aforesaid addition: thence West, along the South line of said Lot 17, a distance of 132 feet to the Northeast corner of Lot 26, said Point being the Point of beginning; thence continuing West, along the South line of Lot 17, a distance of 319.29 feet; thence North along a line of said Lot 17, a distance of 93.21 feet more or less; thence West a distance of 208.71 feet to a point on the West line of the West half of the Southwest Quarter of said Section 20, said point also being the most Southwesterly corner of said Lot 17; thence North along the West line of said Lot 17, a distance of 236.79 feet to a point 990 feet North of the Southwest corner of the West half of the Southwest Quarter of said Section 20; thence East, along a line parallel to the South line of said Lot 17, a distance of 528 feet; thence South, a distance of 330 feet to the Point of Beginning, all in Lake County, Indiana.

AND also part of the Southwest 1/4 of the Southwest 1/4 of Section 20, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as; Commencing at a point on the West line of said Quarter-Quarter Section which point is 33 rods North of the Southwest corner thereof; thence North along the West line of said Quarter-Quarter Section 208.71 feet; thence East at right angles 208.71 feet; thence South parallel with the West line of said Quarter-Quarter Section 208.71 feet; thence West 208.71 feet to the point of beginning. EXCEPT the South 115.5 feet thereof.

PARCEL EAS:

Together with the right and easement to go upon, over and across, and to use as means of ingress and egress the following described parcel:

The East 20 feet of the North 630 feet of Lot 26 in Pon & Company's St. John Acres, as per plat thereof, recorded in Plat Book 26 page 42 in the Office of the Recorder of Lake County, Indiana. As created in that certain Dedication of Roadway Easement recorded July 23, 1985 as Document No. 812534.

