

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 052584

2005 JUN 27 AM 9:25

MICHAEL A. BROWN
RECORDER

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSES That **JAMES JENKINS** and **DAPHINE JENKINS** husband and wife, (hereinafter referred to jointly and severally as "Mortgagor(s)" of **LAKE** County, State of Indiana, MORTGAGE AND WARRANT TO LA-PORTER FEDERAL CREDIT UNION, with its main office in Michigan City, Indiana, (hereinafter referred to as "Mortgagee"), the following described real estate located in **LAKE** County, Indiana:

LOTS NUMBERED 11 AND 12 IN BLOCK 14 AS SHOWN ON THE RECORDER PLAT OF IVANHOE, IN THE CITY OF GARY RECORDED IN PLAT BOOK 2 PAGE 56 ON THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

hereinafter situated thereon or used in connection therewith, whether or not physically attached thereto, and all present and future rights, privileges, interests, easements, hereditaments, and appurtenances thereto, belonging or in any manner pertaining thereto, and the rents, issues, income, uses, proceeds and profits therefrom (all hereinafter referred to a "MORTGAGED PREMISES").

This Mortgage is given to secure the performance of the provisions hereof and the payment of the indebtedness of the MORTGAGOR(S) to the MORTGAGEE that is evidenced by a certain CREDIT AGREEMENT (hereinafter referred to as the "AGREEMENT"), Dated **JUNE 7**, **2005**, in the principal amount of **37,200.00** executed by MORTGAGOR(S) and payable to the order of MORTGAGEE, repayable in installments together with interest as provided for in said AGREEMENT.

The MORTGAGOR(S) jointly and severally covenant and agree as follows:

1. MORTGAGOR(S) shall pay when due all indebtedness secured hereby, on the dates and in the amounts, respectively, as provided for in the agreement and in this mortgage, with reasonable attorney's fees, all without relief from valuation and appraisal laws.
2. If the MORTGAGEE should so require, MORTGAGOR(S) shall also pay to MORTGAGEE monthly (on the payment dates provided in the AGREEMENT) a pro rata portion of the hazard insurance premiums, flood insurance premiums, the real property taxes, and any pending municipal assessments, so the MORTGAGEE shall have sufficient funds on hand to pay such premiums when due, and such taxes and assessments thirty (30) days before the delinquency date thereof. If this mortgage is insured by any mortgage insurance company, MORTGAGOR(S) shall also pay to MORTGAGEE in advance of all such premiums and other charges. Any deficit in this escrow account (as determined by MORTGAGEE) shall immediately be paid by MORTGAGEE by MORTGAGOR(S), upon written notice thereof provided by MORTGAGEE to MORTGAGOR(S). Money so held shall not bear interest, and MORTGAGOR(S) agree that such moneys are not being held in trust by the MORTGAGEE, and the MORTGAGEE may invest them without accounting to the MORTGAGOR(S). Upon any default by MORTGAGOR(S) in the performance

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Box 2116 Michigan City In 46361 ←

of duties under the AGREEMENT of this mortgage, such moneys may be applied by MORTGAGEE to the mortgaged indebtedness secured hereby. MORTGAGOR(S) shall furnish MORTGAGEE with all applicable bills and statements and sufficient time to permit MORTGAGEE to pay premiums and other charges when due to pay taxes and assessments before penalty attaches.

3. MORTGAGOR(S) shall keep the MORTGAGED PREMISES in good repair and shall not commit or permit waste thereon or do permit to be done anything that may impair the value of the MORTGAGED PREMISES, or remove or alter any structure now located on the MORTGAGED PREMISES, without MORTGAGEE'S prior written consent. MORTGAGOR(S) shall promptly restore any part of the MORTGAGEE PREMISES, which may be damaged or destroyed. MORTGAGOR(S) shall pay when due all taxes and assessments levied or assessed against the MORTGAGED PREMISES, or any part thereof and not with funds of MORTGAGOR(S) held by the MORTGAGEE in the escrow account described in Paragraph 2 above.
4. MORTGAGOR(S) shall comply with all statutes, ordinances, rules, regulations, orders, and directions of any legislative, executive, administrative or judicial body or official, applicable to the MORTGAGED PREMISES; or any part thereof, or MORTGAGOR(S) may contest any of the matters referred to in this paragraph in any reasonable manner, which in the judgment of MORTGAGEE will not adversely affect the rights of MORTGAGEE, its successors or assigns, or the holder of the AGREEMENT.
5. MORTGAGOR(S) will procure and maintain in effect at all times adequate insurance written by reliable insurance companies acceptable to MORTGAGEE, which insures against loss or destruction of the MORTGAGED time to time require. MORTGAGOR(S) also agree, where applicable, to procure and maintain flood insurance, as described by the Department of Housing and Urban Development. All such policies of insurance shall contain proper clauses making all sums recoverable upon such policies payable to MORTGAGEE and to MORTGAGOR(S) as their respective interest may appear, and shall not be subject to cancellation without thirty (30) days prior written notice to MORTGAGEE. MORTGAGOR(S) authorize MORTGAGEE to induce MORTGAGOR(S) behalf drafts reflecting such insurance proceeds, provided that MORTGAGEE shall remit to MORTGAGOR(S) such surplus, if any, as remains after the proceeds have been applied, at MORTGAGEE'S sole discretion, to the restoration of the MORTGAGED PREMISES, or to the satisfaction of all indebtedness secured by this mortgage. All such policies of insurance, and all abstracts of title or title insurance policies covering the MORTGAGED PREMISES, shall, at MORTGAGEE'S request be delivered to and retained by MORTGAGEE until the indebtedness secured hereby is fully paid.
6. MORTGAGEE may, at its option, advance and pay all sums necessary to protect and preserve the MORTGAGED PREMISES, and all sums so advanced and paid by MORTGAGEE shall become a part of the indebtedness secured hereby and all bear interest from the date of payment at the rate of the last signed advance. If future advances are made, the Annual Percentage Rate and Daily Periodic Rate may increase. Such items shall include, but not by way of limitation: (a) insurance premiums, taxes and assessments, and liens which may be or become senior to this mortgage, as liens on the MORTGAGED PREMISES, or any part thereof; (b) the cost of any title insurance, abstracts of title, surveys, or other evidence which in the discretion of MORTGAGEE may be required in order to establish, preserve or enforce the lien of this mortgage; (c) all costs, expenses and reasonable attorney's fees incurred by MORTGAGEE in respect of any and all legal and equitable actions which relate to this mortgage or to the MORTGAGED PREMISES during the existence of the indebtedness secured by this mortgage; (d) the costs of any repairs respecting the MORTGAGED PREMISES; which are deemed necessary by MORTGAGEE. MORTGAGEE shall be surrogated to the rights of the holder of each lien or claim paid with moneys secured hereby.
7. If all or any part of the MORTGAGED PREMISES is damaged, taken, or acquired, either temporarily, or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the MORTGAGED PREMISES, the amount of an award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid indebtedness secured hereby, is hereby assigned to MORTGAGEE, who is empowered to collect and receive the same and to give proper receipts thereof in the name of MORTGAGOR(S) and the same shall be paid forthwith to MORTGAGEE. Any award or payment so received by MORTGAGEE may, at the option of MORTGAGEE, be retained and applied in whole or in part,

to the indebtedness secured hereby (whether or not then due and payable), in such manner as MORTGAGEE may determine, or released in whole or in part, to MORTGAGOR(S) for the purpose of altering, restoring, or building any part of the, MORTGAGED PREMISES which may have been altered, damaged, or destroyed as a result of such taking, alteration, or proceeding. MORTGAGEE shall not be obligated to oversee the application of any such proceeds.

8. It is expressly agreed that, at the option of MORTGAGEE, the entire balance owing under this mortgage and the AGREEMENT shall become due and payable immediately upon the sale or conveyance, by deed, conditional sale contract, or otherwise, of the MORTGAGED PREMISES, by the MORTGAGOR(S) unless any purchasers shall first be approved by the MORTGAGEE. Any such approval, if given, shall be upon such terms and conditions as the MORTGAGEE may, in its sole discretion, prescribe, including, but not by way of limitation, an increase in the interest rate provided for in the AGREEMENT, the payment by purchaser of all of MORTGAGEE'S expenses in such transfer, and the payment by purchaser of any service fee of MORTGAGEE.
9. Any and all deposits or other sums at any time credited by or due from the MORTGAGEE to the MORTGAGOR(S) shall at all times constitute security for any and all indebtedness secured hereby, and the MORTGAGEE may apply or set off such deposits or other sums against said indebtedness at any time, whether or not said indebtedness shall then be due or other collateral is considered by the MORTGAGEE to be adequate.
10. In the event of a default by MORTGAGOR(S) in any payment provided for herein or in the AGREEMENT, or in the performance of any covenant or agreement of the MORTGAGOR(S) hereunder, or of any other instrument given as additional security in connection with this transaction, or if MORTGAGOR(S) shall abandon the MORTGAGED PREMISES, or if a trustee or receiver shall be appointed for the MORTGAGOR(S) or for any part of the MORTGAGED PREMISES, except if said trustee or receiver is appointed at any bankruptcy action, or if MORTGAGOR(S) shall make an assignment for the benefit of their creditors, or in the event of any judgment or proceeding entered or brought against MORTGAGOR(S) by or in favor of any third person affecting the MORTGAGED PREMISES or to foreclose any lien thereon or any part thereof; then, in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of MORTGAGEE, without notice, and this mortgage may be foreclosed accordingly. MORTGAGEE may obtain, without notice, the appointment of a receiver for the MORTGAGED PREMISES, to collect the rents and profits, and to maintain the MORTGAGED PREMISES, during any foreclosure proceeding.
11. MORTGAGEE, at its option and on such terms as it may desire, may extend the time of payment of any part or all of the indebtedness secured hereby, or release any part of the MORTGAGED PREMISES from the lien of this mortgage, without impairing the lien of this mortgage (except as to any interest in the MORTGAGED PREMISES expressly released) and without releasing MORTGAGOR(S) of any guarantors or sureties. MORTGAGEE reserves the right to impose such reasonable reinstatement fees as it shall deem necessary in the event of default by MORTGAGOR(S) under the AGREEMENT or this mortgage, should MORTGAGOR(S) cure said default to the satisfaction of MORTGAGEE, but his reservation shall not be regarded as a waiver, implied or otherwise, of any other rights granted by the MORTGAGEE, herein, and MORTGAGEE shall not be obligated to perform such reinstatement. No delay by MORTGAGEE in the exercise of any of their rights hereunder shall preclude the subsequent exercise thereof, so long as MORTGAGOR(S) are in default hereunder, and no waiver by MORTGAGEE of any default of MORTGAGOR(S) shall operate as a waiver of subsequent or other defaults. The making of any payment by MORTGAGEE for any of the purposes herein permitted shall not constitute a waiver of any breach of MORTGAGOR(S)' covenant to perform such act. Notice by MORTGAGEE of its intention to exercise any right or option hereunder is expressly waived by MORTGAGOR(S) any one or more of MORTGAGEE'S rights or remedies hereunder may be enforce successively or concurrently. Time is of the essence in this mortgage. All rights and obligations of MORTGAGOR(S) hereunder shall extend to and be binding upon the several heirs, representatives, grantees, successors, and assigns of MORTGAGOR(S), and shall insure to the benefit of MORTGAGEE, its successors and assigns. In the event this mortgage is executed by only one person or corporation, the word "MORTGAGOR(S)" as used herein shall be construed to mean "MORTGAGOR(S)" and the terms and provisions of this mortgage shall be construed accordingly; if this mortgage is executed by more than one person or corporation, the word "MORTGAGOR(S)" shall be construed to refer to such persons and corporation, jointly and severally. This mortgage shall also secure the payment of any other liabilities, joint, several, direct, indirect, or otherwise, of MORTGAGOR(S) to the holder of this mortgage.

IN WITNESS WHEREOF, the MORTGAGOR has executed this mortgage, _____

James Jenkins

NAME

Daphine Jenkins

NAME

STATE OF INDIANA

} SS:

COUNTY OF LAKE

Before me, a Notary Public, in and for said County and State, personally appeared and **JAMES & DAPHINE JENKINS**, who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notary Seal,
My Commission Expires:

3-18-2011

Signature

Lanell Bethke

Printed:
Notary Public

Lanell Bethke

Resident of:

LaPorte

County, Indiana

This Instrument Prepared By: *Lanell Bethke*

La-Porter Federal Credit Union, 950 E US Highway 20, Michigan City, IN 46361

RETURN TO:

La-Porter Federal Credit Union, 950 E US Highway 20, Michigan City, IN 46361

