

2017

8. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon, and not to commit waste or allow the same to be committed on said premises and to keep said real estate and the improvements thereon in their present condition and repair, normal and ordinary depreciation excepted, and not to commit or permit to be committed on said premises any illegal or immoral acts.

9. SAID MORTGAGED PREMISES SHALL NOT BE SOLD OR TRANSFERRED WITHOUT THE WRITTEN CONSENT OF THE MORTGAGEE, AND NO CONTRACT OR AGREEMENT SHALL BE ENTERED INTO BY THE MORTGAGORS WHEREBY ANYONE MAY ACQUIRE THE RIGHT TO LIEN, MORTGAGE OR OTHERWISE ENCUMBER THE MORTGAGED PREMISES, WITHOUT THE WRITTEN CONSENT OF THE MORTGAGEE. IF WRITTEN CONSENT IS NOT OBTAINED BY THE MORTGAGOR, THE INTEREST RATE WILL BE INCREASED TO EIGHT (8%) PERCENT.

10. No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenants shall be construed to prejudice its rights in the event of any other or subsequent default or breach 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 such default or breach of covenant, and the Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

11. The Mortgagee, at its option may extend the term of payment of the indebtedness, or reduce the payment thereon, or accept a renewal note or notes thereon, without the consent of any person, and the Mortgagee, if the Mortgagee has parted with the title to said property, and any such extension, reduction or renewal shall not release the Mortgagee or any assignor or assignee from liability for such indebtedness, or affect the priority of this mortgage over any other lien or claim the security hereof in any manner whatsoever.

12. Upon default in any payment provided for by any evidence of indebtedness secured hereby, or in the event of a default by the Mortgagors in the performance of any one or more of the covenants and agreements herein contained, or upon the institution of any legal proceedings to enforce a mortgage or other lien upon the mortgaged property, or if a petition in bankruptcy shall be filed by or against the Mortgagors, or if the Mortgagors shall in any way be adjudged insolvent or shall make an assignment for the benefit of creditors, or if there shall exist any lien or encumbrance on the mortgaged real estate superior to the lien of this mortgage, or if said mortgaged property shall be levied upon by virtue of an execution, attachment or other writ or shall come into the possession of or be ordered sold by the officer of any court or if the Mortgagors shall abandon the mortgaged property, then the entire indebtedness secured hereby shall, at the option of the Mortgagee, become and be immediately due and payable, without notice or demand, and thereupon the Mortgagee shall be entitled to the immediate possession of said mortgaged property and to collect the rents and income therefrom, with or without foreclosure or other proceedings, and shall also be entitled to collect said indebtedness, to foreclose the mortgage and to enforce any of its rights hereunder, by proper legal or equitable proceedings. It is understood and agreed that Mortgagors shall pay all costs and attorney's fees incurred or paid by the Mortgagee in any suit in which it may be plaintiff or defendant by reason of being a party to this mortgage. In any suit or proceeding to foreclose this mortgage, or to enforce or protect the Mortgagee's rights hereunder, the Mortgagee in addition to any other remedy, and regardless of the value of the mortgaged property or the solvency or insolvency of the Mortgagors, shall be entitled to the appointment of a receiver, to take possession of and protect said property and collect the rents and income, and apply the same as provided by law. In case of a foreclosure of the mortgage the abstracts of title or title insurance policies shall be absolute property of the Mortgagee.

13. ANY DEFICIENCY IN THE AMOUNT OF THE AGGREGATE MONTHLY PAYMENT SHALL, UNLESS MADE GOOD BY THE MORTGAGOR PRIOR TO THE DUE DATE OF THE NEXT SUCH PAYMENT, CONSTITUTE AN EVENT OF DEFAULT UNDER HIS MORTGAGE. IN THE EVENT THAT ANY PAYMENT SHALL BECOME OVERDUE FOR A PERIOD IN EXCESS OF FIFTEEN (15) DAYS, THE MORTGAGOR AGREES TO PAY A "LATE CHARGE" OF TWO PER CENT (2%) OF THE AGGREGATE MONTHLY PAYMENT OVERDUE (MINIMUM LATE CHARGE TWO DOLLARS (\$2.00) FOR THE PURPOSE OF DEFRAYING THE EXPENSE INCIDENT TO HANDLING THE DELINQUENT PAYMENT.

14. This mortgage is made subject to all regulations of the by-laws of said Association (which are hereby ratified and made a part of this contract) and all amendments that may be made thereto before the final payment of this loan.

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

16. In the event this mortgage is made and executed by only one person, the word "Mortgagors" as used in this instrument shall be held to mean "Mortgagor," and the terms and provisions hereof shall be construed accordingly.

IN WITNESS WHEREOF, the Mortgagors hereunder set their hands and seals this date January 23rd, 1969

EVA TOMIC

VUKASIN TOMIC



STATE OF INDIANA }
COUNTY OF LAKE }

SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State this date January 23rd, 1969 personally appeared VUKASIN TOMIC and EVA TOMIC, husband and wife

the above named Mortgagors, and acknowledged the execution of the foregoing mortgage.

I hereby certify that I am not an officer of the Mortgagee.

WITNESS my hand and Notarial Seal

My commission expires

June 7, 1971

Sharon Molnar

Notary Public

803.00

This Instrument prepared by Nick Stepanovich,
member of the Indiana Bar.