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PIONEER NAT'L TITLE INS. CO.

- RETURN TO -Security Federal Savings and Loan Association

THIS INDENTURE WITNESSETH, That

of Lake County 4518 Indianapolis Boulevard East Chicago, Indiana 46312

- V-982

husband and wife

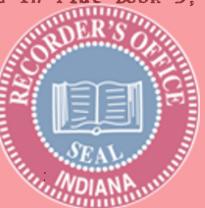
ed to de "Mortgagors," MORIGAGE AND WARRANT to the SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKE COUNTY, a United States Corporation, in the City of East Chicago, Lake County.

Indiana, hereinafter referred to a 1 Montages the following elections entering 11 11

_ County, Indiana, to-wit

the Lake County Recorder!

Lot 28, in Block 7, in PARK ADDITION to Indiana Harbor, being a subdivision of the South one-half of the Southwest Quarter of the Southwest Quarter of Section 22, the North one-half of the Northwest Quarter of Section 27, and that part lying East of the Railroad Rights of way of the Northeast Quarter of Section 28, Township 37 North, Range 9 West of the Second Principal Heridian, Lake County, Indiana, as shown by the recorded plat of said subdivision in the Recorder's Office of Lake County, Indiana, as the same appears of record in Plat Book 5, page 32.



11 32 EH "53 BREW J. PHOENKO RECORDER

TOGETHER, with all the buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing apparatus. motors, boilers, furnaces, ranges, refrigerators, and all apparatus and fixtures of every kind, whether-used for the purpose of supplying or distributing heat, refrigeration, light, water, air, power, or otherwise, including screens, window shades, storm doors and windows, and floor coverings, now in or which hereafter may be placed in any building or improvement now or hereafter upon said property, together with all the estate, right, title and interest of said Mortgagor in and to said property and the rents, issues and profits thereof which are hereby pledged, assigned, transferred and set over unto the Mortgagee, including all the rents, issues and profits now due or-which may hereafter become due under or by virtue of any lease, whether written or verbal, or any agreement for the use or occupancy of said property, or any part or parts thereof, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it, it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, and such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, and second to the payment of cmy indebtedness then due and secured hereby or incurred hereunder.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain obligation evidenced by a promissory note of even date herewith for the principal sum of TWENTY FOUR THOUSAND AND NO/100 - - - - - - - - - - - - - -

(s 24,000.00) Dollars, executed by the Mortgagors and payable to the order of Mortgages on or before 240 Months

20 years after date, with interest thereon as provided in said note, said principal and interest being payable at the main office of the Mortgagee in the City of East Chicago. Indiana, in regular monthly Dollars each, payable on or before the ______ day of each calendar month hereafter, all of which indebtedness the Mortgagors severally promise and agree to pay to the order of the Mortgagee, all without relief from valuation and appraisement laws and with attorney's fees.

This mortgage shall secure the payment of any additional notes or loans made by the mortgagee to the mortgagors at any time hereafter for the purpose of paying taxes, insurance premiums, making repairs or alterations, or any other purpose within the discretion of the mortgages. Provided Only, that the aggregate of the principal amount of the indebtedness secured thereby shall at no time exceed the original amount thereof.

THE UNDERSIGNED AS MORTGAGORS FOR THEMSELVES AND THEIR HEIRS, LEGAL REPRESENTATIVES, VENDERS AND ASSIGNS FURTHER COVENANT AND AGREE AS FOLLOWS:

secured, for at least

Dollars against each of the said hazards and all policies providing such insurance shall constantly be assigned, pledged and delivered to said Mortgages, or to the holder of said note to settle and compromise all loss claims on all such policies, to demand, receive and receipt for all moneys payable thereunder and to apply the same toward the payment of said note, and in the event of foreclosure sale hereunder or other conveyance of the said real estate, the Mortgages shall have power to assign such insurance policies to the purchaser. If Mortgagors shall ever fail to deliver to the Martgages a sufficient renewal policy at least diffeen days before any policy shall expire, then the Mortgages may order such required new policy and charge the premium thereof to Mortgagors. 2. The Mortgagors agree to pay all and singular the taxes, assessments, levies and encumbrances of every nature, heretofore, or hereafter seessed against the above described real estate before they become delinquent; and if the same be not promptly paid before they become delinquent,

the Mortgages or its representatives may at any time pay the same and the official receipts therefore shall be conclusive evidence of the validity and amounts of taxes and assessments so paid.

3. To keep the said property in good repair and fully protected from the elements and if under construction to complete the same; to commit as permit no waste thereon and to do or permit no act by which the property hereby conveyed shall become less valuable; not to remove or permit removal of any buildings or other improvements, or fixtures of any kind from the said premises or construct any new improvements, additions to or structural changes in the present buildings thereon without the written consent of the Mortgagee, and that no fixtures will be installed subject to

4. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, the Mortgagors promise to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a share account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of the said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay the said items is not sufficient, Mortgagor promises to pay the difference upon demand. If such sums are held or carried in a share account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

5. If said Mortgages or its successors in interest shall at any time be made a party to any suit or proceedings affecting or questioning the title to or possession of or this lien on the said real estate or any improvements or fixtures thereon, the Mortgagors agree to pay all court costs and expenses and a reasonable attorney's fee incurred by the Mortgages in such proceedings and the lien of this Mortgage shall secure the payment thereof to the Mortgages.

8. If at any time all or any portion of the above described morigage property shall be taken, or damaged by condemnation proceedings under the power of eminent domain, all compensation awarded shall be paid directly to the Mortgages and applied on the indebtedness hereby secured.

7. Upon failure of the Mortgagors to do so the Mortgages may pay taxes, assessments, insurance premiums, for necessary repairs and for otherwise protecting and preserving its security and all advances so made shall at once be due the Mortgages in addition to the regular payments required by said note and shall bear interest at the rate provided in said note, payable monthly, from the date of advancement until paid and all advances so made shall be included as additional amounts secured by this instrument.



waste or allow the same to be committed on so normal and ordinary depreciation excepted, an 9. SAID MORTGAGED PREMISES SHALL TRACT OR AGREEMENT SHALL BE ENTERED IN WISE ENCUMBER THE MORTGAGED PREMISES, MORTGAGOR, THE INTEREST RATE WILL BE II	rid premises and to keep said real ed not to commit or permit to be com. NOT BE SOLD OR TRANSFERRED WITO BY THE MORTGAGORS WHERES WITHOUT THE WRITTEN CONSENT ONCERSED TO EIGHT (8 %) PERCENT	state and the unprovements ther implied on said premises any ill ITHOUT THE WRITTEN CONSENT ANYONE MAY ACQUIRE THE DF THE MORTGAGEE. IF WRITT!	egal or immoral acts. IT OF THE MORTGAGEE, AND NO CON- RIGHT TO LIEN, MORTGAGE OR OTHER- EN CONSENT IS NOT OBTAINED BY THE
10. No failure on the part of the Mo to prejudice its rights in the event of any of any of such rights shall be construed to pred- and the Mortgagee may enforce any one of	er or subsequent detault or breach ide it from the exercise thereof at a	of covenant, and no delay on my time during the continuance	eaches of covenants shall be construed the part of the Mortgagee in exercising of such default or breach of covenant.
II. The Mortgagee at its option may note or notes therefor, without the consent of title to said property, and any such extension such indebtedness, or affect the priority of this	extend the time for the payment of s any junior lien holds. And without reduction or renew it shall not re-	ard indebtedness or reduce the the dansent of the Mortgagors east the Mortgagors or any i	payment thereon, or accept a renewal if the Mortgagors have parted with the maorser or augrantor from liability for y manner whatsoever.
in the performance of any one or more of the a mortgage or other lien upon the mortgage Mortgagers shall in any way be adjudge any lien or encumbrance on the mortgagers shall in any way be adjudge levied upon by virtue of an execution, attached or if the Mortgagers shall abandon the magages, become and be immediately due a immediate possession of said mortgaged proceedings, and shall also be entitled to continue in any suit in which it may be plaintiff mortgage, or to enforce or protect the Mortgage martgaged property or the solvency or insolvency and collect the rents are of title or title insurance policies shall be abact.	cavenants and agreements herein aged property, or if a petition in a insolvent or shall make an aged real estate, superior to the nent or other writt or shall come in rigaged property, then the entire ad payable, without notice or desperty and the rents, issues, income and agreed that Mortgagors a or defendant by reason of being a gree's rights hereunder, the Mortgagors of the Mortgagors, shall be add income, and apply the same as	contained, or upon the incutual bomkruptcy shall be filed by a signment for the benefit lien of this mortgage or to the possession of or be or lindebtedness seated hereby and, and thereupon the me and profits therefrom, with mortgage and to enforce thall pay all costs and attorney party to this mortgage. In or in addition to any other remembers to the appointment of	of creditors, or if there shall exist if said mortgaged property shall be devel sold by the officer of any court shall, at the option of the Mort-Mortgagee shall be entitled to the hor without foreclosure or other promy of its rights hereunder, by proper y's fees incurred or paid by the Mortgamy suit or proceeding to foreclose this nedy, and regardless of the value of the a receiver, to take possession of and
13. ANY DEFICIENCY IN THE AMOUNTHE DUE DATE OF THE NEXT SUCH PAYMEN' BECOME OVERDUE FOR A PERIOD IN EXCESS OF THE AGGREGATE MONTHLY PAYMENT OF INCIDENT TO HANDLING THE DELINQUENT PAYMENT OF THE DELINQUENT PAYMENT PAYMENT OF THE DELINQUENT PAYMENT PAY	T. CONSTITUTES AN EVENT OF DEFA OF FIFTEEN (15) DAYS, THE MORTG TERDUE (MINIMUM LATE CHARGE TV	ULT UNDER HIS MORTGAGE. IN AGOR AGREES TO PAY A "LA	TE CHARGE" OF TWO PER CENT (2%)
14. This mortgage is made subject to a and all amendments that may be made theret	ll regulations of the by-laws of said before the final payment of this ic	an.	ratified and made a part of this contract)
of the parties here's.			rs, administrators, successors and assigns used in this instrument shall be held to
mean "Mortgager," and the terms and provis IN WITNESS WHEREOF, the Mortgagors	ions hereof shall be construed accor	dingly.	
a, william in the more		A A A A D TO A D A D A D A D A D A D A D A D A D A	
	SOLD EKS OF	- 412	(SEAL)
EVA TOMIC		VUKASIN TOMI	
	SEAL.		(SFAL)
STATE OF INDIANA COUNTY OF LAKE	THAT THE PARTY OF		
BEFORE ME, the undersigned, a Notary Public in and for said County and State this date. January 23rd, 1969			
personally appeared <u>VUKASIN TOMIC</u>	and EVA TOMIC, husba	nd and wife	
	the above named Mortgag	rors, and acknowledged the	execution of the foregoing mortgage.
I hereby certify that I am not an officer	of the Mortgages.		
WITNESS my hand and Notarial Seal.			Koran Belean
June 7	1971	Sharon Molnar	Motory Public

803.00

This Instrument prepared by Nick Stepanovich.

member of the Indiana Bar.

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