

FOR ASMT. SEE DOC # 164131
FOR TEL. SEE DOC # 307898
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PIONEER NAT'L TITLE INS. CO.

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THIS INDENTURE WITNESSETH, that THIRTEEN HUNDRED BROADWAY CORPORATION, an Indiana Corporation, ROBERT E. MANNHEIMER, as Trustee

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of LAKE County in the State of Indiana, hereinafter called the mortgagor, which term, and all pronouns used in connection therewith, shall be construed to include the singular and the plural, the masculine and the feminine and also the heirs, executors, administrators, assigns and successors of the mortgagor, as the context may require, hereby mortgage and warrant to THE ESN TRUST corporation organized under the laws of the State of IOWA hereinafter called the mortgagee, which term, and all pronouns used in connection therewith, shall be construed to include the successors and assigns of the mortgagee as the context may require, the real estate situated in LAKE County in the State of Indiana described as follows:

The South Nineteen (19) feet of Lot Seventeen (17) and all of Lot Eighteen (18) in Block Six (6), in Mid-City Realty Company's Central Subdivision, in the City of Gary, Indiana, as per plat thereof, recorded in Plat Book 15, page 31, in the Office of the Recorder of Lake County, in the State of Indiana



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JAN 27 1 00 PM '83
ANDREW J. HUBERKO
RECORDER

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LAKE COUNTY
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ANDREW J. HUBERKO
RECORDER

Together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging; and also the rents, issues and profits thereof accrued and to accrue from all tenants in occupancy of the property herein mortgaged, or any part thereof, including rentals and royalties under oil and mineral leases, if any, during the lifetime of this mortgage, it being understood that as long as there is no default in the performance or observance of any of the covenants or agreements herein contained, the mortgagor shall have the privilege of collecting and receiving all rents accruing under leases or contracts of tenancy.

THE MORTGAGOR HEREBY COVENANTS AND AGREES:

1. That this mortgage is given to secure the performance and observance of the covenants and agreements herein contained and the payment of the principal sum of FOUR THOUSAND FIVE HUNDRED and no/100 Dollars (\$ 4,500.00) with interest thereon, according to the terms of a certain promissory note of even date herewith executed and delivered by said THIRTEEN HUNDRED BROADWAY CORPORATION, an Indiana Corporation

payable to the order of said principal and interest, to be paid in installments as follows:
\$ 50.00 on January 1, 1969 and \$ 50.00 (Fifty & no/100) each on the first days of each and every month thereafter to November 1, 1978, inclusive; and the balance on December 1, 1978

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with interest at eight per centum per annum while any default exists in the making of any of said payments or in the performance or observance of any covenant, condition or agreement in said note, or in any instrument now or hereafter evidencing or securing the same, and the holder of said note may apply payments received on any amounts due hereunder or under the terms of any instrument now or hereafter securing said note, as such holder may determine;

2. To pay said principal and interest in accordance with the provisions of said note and to pay all sums hereby secured including all costs of collection, without relief from valuation and appraisal laws and with reasonable attorneys' fees;

3. To pay before delinquent or before any penalty for nonpayment attaches thereto all taxes, assessments and charges of every nature and kind that may now or hereafter be levied or assessed upon the mortgaged premises or any part thereof, upon the rents, issues, income or profits thereof, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes;

4. To keep the buildings and improvements now standing or hereafter erected upon the mortgaged premises and any and all apparatus, fixtures and appurtenances now or hereafter in or attached to said buildings or improvements insured against loss or damage by fire, windstorm, cyclone, tornado and such other hazards as the mortgagee may from time to time require, all such insurance to be in forms, in companies and in amounts not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory to the mortgagee; that all insurance policies shall be held by and shall be for the benefit of and first payable in case of loss to the mortgagee; and that at least fifteen days before the expiration of each such policy, a new and sufficient policy to take the place of the one so expiring shall be delivered to the mortgagee. The mortgagor hereby assigns to the mortgagee all moneys recoverable under such policy, and agrees that in the event of a loss the amount collected under any policy of insurance on said property may, at the option of the mortgagee, be applied by the mortgagee upon any indebtedness or/and obligation secured hereby and in such order as the mortgagee may determine; or said amount or any portion thereof may, at the option of the mortgagee, either be used in replacing or restoring the improvements partially or totally destroyed to a condition satisfactory to said mortgagee or be released to the mortgagor, in either of which events the mortgagee shall not be obligated to see to the proper application thereof; nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby. The mortgagor hereby appoints the mortgagee attorney irrevocable of the mortgagor to assign each such policy in the event of the foreclosure of this mortgage;

5. To keep the mortgaged premises in good repair; to neither commit nor suffer strip or waste on the mortgaged premises; to obtain the written consent of the mortgagee before demolishing, removing or materially altering any building, structure or improvement now or hereafter upon the mortgaged premises or before allowing any such building, structure or improvement to be demolished, removed or materially altered; and not to commit nor permit any act by which the value of the mortgaged premises may be impaired; and not to violate nor permit the violation of any law, by-law or ordinance affecting the mortgaged premises;

6. To pay all sums, the failure to pay which may result in the acquisition of a lien prior to the lien of this mortgage before such a prior lien may attach;

7. That upon failure to comply with the preceding covenant or with any of the covenants and agreements as to payment of taxes, assessment and charges or procurement of insurance as aforesaid, the mortgagee, without prejudice to any rights given under subsequent paragraphs herein, may make advances to perform the same in behalf of the mortgagor, and the mortgagor hereby agrees to repay all sums so advanced in his behalf on demand with interest from the date advanced at the rate of eight per centum per annum, and all sums so advanced, with interest as aforesaid, shall be immediately due and payable and be secured hereby, having the benefit of the lien hereby created and of its priority but no such advances shall be deemed to relieve the mortgagor from any default hereunder or impair any right or remedy consequent thereon, and the exercise of the right to make advances granted in this paragraph shall be optional with the mortgagee and not obligatory, and the mortgagee shall not in any case be liable to the mortgagor for failure to exercise any such right;

8. To pay to the mortgagee all moneys received as compensation for the taking of title to, possession of, or any interest in, the mortgaged premises or any part thereof by virtue of the right of eminent domain or in any other manner whatsoever, and all moneys received as damages for injury sustained by the mortgaged premises or any part thereof, said moneys to be applied on the indebtedness hereby secured;

9. That the mortgagee shall be subrogated for further security to the lien, although released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage;

10. That, if any action or proceeding be commenced (excepting an action to foreclose this mortgage or to collect the debt hereby secured), to which action or proceeding the holder of this mortgage is made a party by reason of the execution of this mortgage or the note which it secures, or in which it secures, or in which the mortgagee deems it necessary to defend or uphold the lien of this mortgage or the priority thereof or possession of said mortgaged premises, all sums paid by the holder of this mortgage for expenses incurred by said holder in any such action or proceeding shall be repaid by the mortgagor, together with interest thereon from date of payment by the mortgagee at the rate of eight per centum per annum, and any such sum and the interest thereon shall be immediately due and payable and be secured hereby, having the benefit of the lien hereby created and of its priority;

11. That, upon any default in the payment of the principal sum hereby secured or of any installment thereof, or of interest thereon, as they severally become due, or in the performance or observance of any other terms, covenants or agreements of this mortgage or of any instrument now or hereafter evidencing or securing said debt, then in any or either of said events, the whole indebtedness hereby secured shall, at the option of the mortgagee, or of the legal holder of the note hereby secured, become immediately due and payable, with attorney's fees and without relief from valuation or appraisal laws. And thereupon, or at any time during the existence of any such default, the mortgagee may proceed to foreclose this mortgage and shall be entitled to enter into possession of the property herein mortgaged and to collect the rents, issues and profits thereof, accrued and to accrue, and apply the same on the indebtedness hereby secured or shall be entitled, as of right and without notice, in any court of competent jurisdiction to the appointment of a receiver to collect such rents, issues and profits under direction of the court. The omission of the mortgagee to exercise such option shall not preclude it from so doing upon any subsequent default and notice of the exercise thereof is hereby waived.

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Notwithstanding any provision in said note or in any instrument now or hereafter securing said note, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Indiana.

The property herein mortgaged being located in the State of Indiana, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Indiana.

Executed under seal this 1st day of December, A D 1968.

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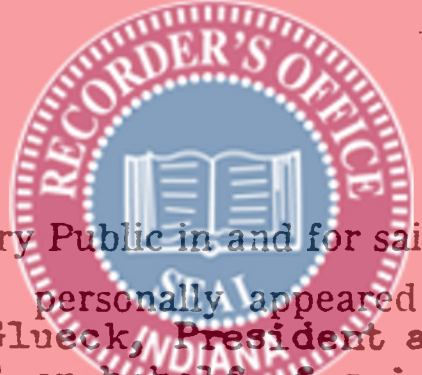
THIRTEEN HUNDRED BROADWAY CORPORATION,
an Indiana Corporation (seal)

By Charles H. Glueck, President (seal)

ATTEST:

Carol N. Enslin, Secretary (seal)

STATE OF INDIANA }
COUNTY OF LAKE } ss.



Before me, the undersigned, a Notary Public in and for said State, this 1st day of December 19, 68 personally appeared THIRTEEN HUNDRED BROADWAY CORPORATION, ay Charles H. Glueck, President and Carol N. Enslin, Secretary, who as such officers and for and on behalf of said corporation

and acknowledged the execution of the foregoing mortgage.

Witness my hand and notarial seal

Mildred Dufresne
Mildred Dufresne Notary Public

My commission expires
Sept. 20, 1970

This instrument prepared by George Goldstein, Attorney at Law

STATE OF INDIANA }
COUNTY OF LAKE } ss.

Before me, the undersigned, a Notary Public in and for said State, this 17th day of January, 1969, personally appeared Thirteen Hundred Broadway Corporation, an Indiana Corporation, by Charles H. Glueck, President and Carol N. Enslin, Secretary, who as such officers and for and on behalf of said corporation, re-acknowledged the execution of the foregoing mortgage dated December 1, 1968 and corrections added and initialled thereto, to Robert E. Mannheimer, as Trustee of the ESN Trust, having its Home Office in Des Moines, Polk County, Iowa.

Witness my hand and notarial seal.

Edrie Custer
Edrie Custer
Notary Public

My commission expires
August 21, 1970

