

FOR REF. SEE DOC # 2958
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Liberty Savings & Loan Assoc.
1904 Indpls., Whiting, Ind.
46394

PIONEER NATIONAL MORTGAGE
REAL ESTATE MORTGAGE

2958

THIS INDENTURE WITNESSETH THAT Tom S. Chioros and George T. Chioros, husband and wife, and Jim A. Chioros and Ballene J. Chioros, husband and wife, of Lake County, Indiana, hereinafter referred to as "mortgagors," mortgage and warrant to the LIBERTY SAVINGS AND LOAN ASSOCIATION OF WHITING, an Indiana Corporation, having its principal office in the City of Whiting, Lake County, Indiana, hereinafter referred to as "mortgagee," the following described real estate in Lake County, Indiana, to wit:

All of Lot Ten (10); and that part of Lot One (1), described as commencing at the Northwest corner of said Lot 10, thence North to the East line of White Oak Ave., thence South 25 feet, thence East to the Southwest corner of said Lot 10, thence North 25 feet to the place of beginning, being part of Lot 1 and Alley, all in Forsyth's Terminal Subdivision, in the City of Whiting, as shown in Plat Book 5, Page 5, in Lake County, Indiana.

together with all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon including all appurtenances, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, attached floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters, all of which are declared to be a part of said real estate whether physically attached thereto or not, and all the rents, issues, income, and profits of said mortgaged premises.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain note of even date herewith for the principal sum of Eight Thousand and NO/100 (\$ 8,000.00) Dollars executed by the mortgagors and payable to the order of the mortgagee, together with interest thereon as therein provided, which note is payable in One Hundred Twenty (120) regular monthly installments of Ninety-Four and 97/100 (\$ 94.97) Dollars each, commencing on the 1st day of March, 1969, and on the 1st day of each succeeding month thereafter until the principal and interest are fully paid, except that the final installment, if not sooner paid, shall be due and payable on the 1st day of February, 1979 and shall be in such sum as shall remain unpaid after the payment of the preceding installments, said payments shall be applied first to the interest and the balance to the principal until said indebtedness is paid in full and to secure any advances made by the mortgagee to the mortgagors or their successors in title for any purposes at any time before the release and cancellation of this mortgage; but at no time shall this mortgage secure advances on account of said original note plus such additional advances in a sum in excess of One Thousand and NO/100 (\$ 1,000.00) Dollars plus any such advances necessary to protect the security and costs, all of which indebtedness the mortgagors promise to pay to the order of the mortgagee at its office in said City of Whiting, all without relief from valuation and appraisal laws and with attorney's fees.

The mortgagors further covenant and agree as follows:

1. To keep the buildings and improvements now existing or hereafter erected or placed on said mortgaged premises constantly insured against loss or damage by fire, windstorm, extended coverage, and such other insurance as the mortgagee may require, in companies acceptable to the mortgagee in a sum equal at all times to the total indebtedness secured hereby and in such additional sum as the mortgagee may require, and to deliver to the mortgagee the policies of insurance and all renewals thereof in such form as the mortgagee may require, such policies to be made payable to the mortgagee as its interest may appear by a mortgage clause approved by it and to pay all taxes, special assessments, bills for repairs, and any and all expenses incident to the ownership of the mortgaged property when due, in order that no lien superior to that of the mortgagee may be created against the property during the term of this mortgage; and to exhibit upon demand at the office of the mortgagee all receipts for said taxes and assessments. The mortgagee may in case of the failure of the mortgagor so to do pay any tax or assessment, procure insurance, discharge any claim, lien, or encumbrances, or purchase any tax title or claim against the premises, make any repairs necessary to preserve the security intended to be given by this mortgage, and may obtain complete abstracts of title or title guarantee policies to said real estate, and such continuations thereof as in the judgment of the mortgagee may be required at any time while any part of the debt hereby secured remains unpaid; and all sums so paid shall be added to the unpaid balance of the loan as of the first day of the month in which such payments are made and become a part of the indebtedness secured hereby and shall bear interest until paid at the same rate as the principal indebtedness hereby secured. Premiums advanced by the Association on any life insurance held as additional collateral for the aforesaid loan also shall be added to and become a part of the indebtedness hereby secured and shall bear interest until paid at the same rate as the principal indebtedness hereby secured.

In order to provide for the payment of taxes, assessments, insurance premiums and other charges upon the property secured hereby, the mortgagors agree to pay to the mortgagee in addition to all sums set forth in the note, a sum estimated to be equivalent to one-twelfth (1/12) of such items which payments may at the option of the Association (a) be held in trust by it for the payment of such items; (b) be carried in a share account and withdrawn by it for money to pay such items; or (c) be credited to the unpaid balance of said indebtedness as received, provided that said Association 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 said items is not sufficient said mortgagor promises to pay the difference upon demand. If such sums are held in trust or carried in a share account, the same are hereby pledged to further secure this indebtedness. Said Association is authorized to pay said items as charged or billed without further inquiry.

2. 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 alone excepted; and not to commit or permit to be committed on said premises any illegal or immoral acts.

3. 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 any one may acquire the right to a lien, mortgage or other encumbrance upon the mortgaged premises without the written consent of the mortgagee first had and obtained.

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4. 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 premises superior to the lien of this mortgage, or if said mortgaged property shall be levied upon by virtue of any 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 premises and the rents, issues, income, and profits therefrom, with or without foreclosure or other proceedings, and shall also be entitled to collect said indebtedness, to foreclose this mortgage, and to enforce any of its rights hereunder by proper legal or equitable proceedings. It is understood and agreed that the 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 therefrom and apply the same as provided by law. In case of a foreclosure of this mortgage the abstracts of title or title guarantee policies shall become the absolute property of the mortgagee.

5. 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 upon 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 the mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

6. The mortgagee at its option may extend the time for the payment of said indebtedness or reduce the payments thereon, or accept a renewal note or notes therefor, without the consent of any junior lien holder and without the consent of the mortgagors if the mortgagors have parted with the title to said property; and any such extension, reduction, or renewal shall not release the mortgagors or any endorser or guarantor from liability for such indebtedness or affect the priority of this mortgage over any junior lien or impair the security hereof in any manner whatsoever.

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

8. 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; and the singular shall include the plural and the masculine shall include the feminine and the neuter.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands and seals the 23rd day of January, 1969.

[Handwritten signatures]
 Mrs. A. Chioros (SEAL) Tom G. Chioros (SEAL)
 Hallene J. Chioros (SEAL) Georgia T. Chioros (SEAL)

STATE OF INDIANA }
 COUNTY OF Lake } SS:

Before me the undersigned, a Notary Public in and for said County and State this 23rd day of January, 1969, personally appeared the within named mortgagors Tom G. Chioros and Georgia T. Chioros, husband and wife, and Mrs. A. Chioros and Hallene J. Chioros, husband and wife, 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. *[Signature: Margaret Janosta]*
 Margaret Janosta - Notary Public

My Commission Expires: April 12, 1972

STATE OF INDIANA
 LANE COUNTY
 FILED FOR RECORD
 JAN 27 1 00 PM '69
 ANDREW J. MICENKO
 RECORDER

THIS INSTRUMENT PREPARED BY MILAN KANSKY, EXEC. VICE PRESIDENT

Real Estate Mortgage

FROM

TO

LIBERTY SAVINGS AND
 LOAN ASSOCIATION
 OF WHITING
 1804 INDIANAPOLIS BLVD.
 WHITING, INDIANA

[Handwritten initials]