

FOR REL. SEE DOC # 146888

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Policy 266455-6

LAKE COUNTY TITLE COMPANY
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

KENNETH E. KNIGHT
LAWYER
310 EAST JOLIET ST.
CROWN POINT, INDIANA

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Document is
NOT OFFICIAL!
REAL ESTATE MORTGAGE

This Document is the property of
the Lake County Recorder!

THIS INDENTURE WITNESSETH that Paul Toth and

June L. Toth, husband and wife of Highland

Lake County, Indiana, hereinafter referred to as "Mortgagors", MORTGAGE AND WARRANT in fee simple to the GRIFFITH FEDERAL SAVINGS and LOAN ASSOCIATION of Griffith, Lake County, Indiana, a corporation organized and existing under the laws of the United States, with its office in Griffith, hereinafter referred to as "Mortgagee", the following described real estate in Highland, Lake County, Indiana, to-wit:

The West Five (5) Acres of the East Twenty-six (26) rods Eleven (11) feet of the Northeast quarter (NE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section Twenty-two (22), Township Thirty-six (36) North, Range Nine (9) West of the 2nd P. M., in the Town of Highland, Lake County, Indiana.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

MAR 4 3 13 PM '59

ANDREW J. HIGENKO
RECORDER

together with all the rights, privileges, interests, easements, hereditaments, and appurtenances thereunto belonging or in any wise pertaining thereto, all fixtures and appliances, screens, storm windows and storm doors; and all apparatus, appliances and fixtures for the purpose of supplying, regulating, and distributing heat, light, water, ventilation, and power, or for the purpose of preserving food; and all fixtures, appliances, apparatus, and improvements therein or thereto or subsequently placed therein or thereon or attached to or used in connection with said premises, provided, however, that the Mortgagors shall be entitled to collect and retain the said rents, issues, income and profits until default hereunder.

This mortgage is given to secure the performance of the provisions hereof and payment of a certain obligation evidenced by a promissory note of even date herewith, the full terms of which appear therein; said note is payable to the order of the Mortgagee, at its office, in the principal sum of Twenty-two Thousand

Five Hundred and 00/100 DOLLARS

(\$22,500.00) with 7 % interest, but upon default 8% interest during default. Payment to be made

on the principal and interest in monthly installments from date of \$ 159.00 or more, plus the additional interest due on default, providing for foreclosure in case of non-payment, etc., and attorney fees, all without relief from valuation or appraisal laws, and signed by the Mortgagors. Prepayment charge, if any, provided for in said note. Said payments to be paid at the office of Mortgagee, and are to be applied first to interest on the unpaid balance of the debt and the remainder to the unpaid principal of the debt until the same is entirely paid.

As express conditions under which this transaction is made and this mortgage accepted, the Mortgagors do hereby further covenant and agree as follows:

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1. To pay promptly, as it becomes due, each of the installments provided for in said note and all indebtedness described in or secured by this mortgage.

2. That they will leave insurance policies and current tax and assessment and insurance receipts, and abstract of title and continuations thereof, and owner's title insurance policies and mortgage title insurance policies, and memorandums of title, and plats of survey, with the Mortgagee.

That there are no outstanding equities or unrecorded instruments affecting the title to the mortgaged premises and that this mortgage when executed will be a first mortgage on the same and the only lien or incumbrance thereon, except current taxes or improvement assessments not delinquent.

3. That the Mortgagors will, until the debt hereby secured is fully extinguished and satisfied, pay all taxes, municipal charges and assessments incurred on said premises from time to time and pay all bills for repairs, maintenance or improvement, and any and all expenses incidental to the ownership of the mortgaged property when due, so no lien superior to that of the Mortgagee may be created, (and shall exhibit receipts showing such payments upon Mortgagee's request), together with all liens or impositions that may attach thereto by reason of any United States Governmental, or Indiana State legislative, act, and keep the buildings and improvements now existing or hereafter erected or placed on said mortgaged premises constantly insured and pay premiums for keeping all insurable properly insured, against loss or damage by fire, windstorm, aircraft, or otherwise as may be deemed necessary by Mortgagee. Said insurance to be carried with such insurers and in such amounts, form and manner as shall be, in the judgment of the Mortgagee, necessary or proper. Said insurance shall have proper mortgage clauses and have proper assignment or endorsement to protect Mortgagee's interest in the premises. The Mortgagors agree to abide by all restrictions, conditions, and provisions now existing in the title to said real estate. In any insured loss, the Mortgagee may, in its discretion, apply the loss payment therefor either to the mortgage debt or to the repair or rebuilding of the structures involved.

4. The Mortgagee may, in case of failure of the Mortgagors so to do, pay any claim, insurance premium, lien or incumbrance, or purchase any tax title or claim against the premises, make any repairs and expenditures necessary, in the judgment of Mortgagee, to preserve and keep in good condition and appearance the security given by this mortgage. The Mortgagee may also make repairs and expenditures or advancements for the betterment of the said real estate upon the written application therefor of the Mortgagors, and such sums so expended or advanced by the Mortgagee shall become a part of the mortgage debt hereunder; however, should the Mortgagors fail to use the said sums given them for such purposes, they shall be estopped from denying that such payments are not a part of the debt secured by this mortgage. The Mortgagee may obtain continuations of the abstract of title to said real estate, or memorandums of title to said real estate, or owner's title insurance policy to said real estate up to the time of conveyance of title to the Mortgagee or its assigns, and may obtain continuations of abstract of title for said real estate or memorandums of title as in the judgment of the Mortgagee may be required at any time while any part of the debt hereby secured is in default or a condition of this mortgage has made it entirely due; and all sums so paid shall become immediately due therefor to the Mortgagee and shall be added to and become a part of the indebtedness secured hereby and shall bear interest at the rate of eight percent (8%) per annum until paid. By the payment by Mortgagee of any lien or incumbrance held by another the Mortgagee shall be entitled to the benefit of any right, title or interest that might be asserted thereunder.

5. To exercise due diligence in the appearance, operation, management and occupation of said real estate and not to commit waste or allow the same to be committed on said premises, and to keep the improvements thereon in at least their present condition and repair, or to keep in like manner such improvements as may be agreed to as a part of the consideration of making this loan, normal and ordinary depreciation alone excepted; and not to commit or permit to be committed on said premises any illegal or immoral acts. Mortgagee may at any time inspect or cause to be inspected the premises herein to learn the condition of same, and upon starting foreclosure to exhibit same to prospective purchasers.

6. Said mortgaged premises, or any part thereof, shall not be sold or transferred without the written consent of the Mortgagee, but such shall not relieve the Mortgagors from their liability hereunder, 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 incumbrance upon the mortgaged premises, without the written consent of the Mortgagee first had and obtained, but said consent shall in no way affect this mortgage from being a first lien.

7. The Mortgagors during the term of this mortgage give possession of the premises to Mortgagee, but Mortgagors shall be entitled to occupy, use and enjoy the same in consideration of their faithfully keeping and performing all the terms and conditions of this agreement. Upon the failure of Mortgagors to keep any of such terms or conditions the Mortgagors' right to continue to occupy, use and enjoy the same shall cease and the Mortgagee shall then be entitled to its occupancy and to collect and receive rents, issues and profits of the premises and apply the same to meet the terms of this mortgage. No alteration is to be made to the premises without first obtaining the written consent of the Mortgagee, nor are the premises to be used or occupied other than for dwelling purposes without such consent, nor are any of the premises to be occupied by an additional family without such consent.

8. No failure nor delay on the part of the Mortgagee to exercise any of its rights or options hereunder for default or breaches of the covenants or conditions hereof at the time of occurrence shall be an abandonment thereof and shall not preclude or prejudice or abridge its rights to do so thereafter or for any subsequent default or breach. The Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

9. 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.

The Mortgagors further agree that no notice shall be required to be given them as a condition to the right of Mortgagee to exercise any right given or arising under any of the terms or conditions of this mortgage, and the election of Mortgagee to give notice at any one or more times prior to the exercise of any right, shall not make it necessary to do so at any subsequent time.

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10. Upon default in payment of 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 conditions or 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 incumbrance on the mortgaged real estate 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 any of 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 occupancy of said property and the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings, and shall also be entitled to collect all 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 attorneys' fees incurred or paid by the Mortgagee in any suit in which it may be plaintiff or defendant by reason of being a party of 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 herein and by law. In case of Mortgagee obtaining title to the real estate herein, all evidences of title, including plats of survey, shall be the absolute property of the Mortgagee.

11. And the mortgagors severally promise and expressly agree to pay the promissory note herein referred to and the indebtedness herein secured or described, without relief from valuation or appraisal laws, and with attorneys' fees, and in all respects in accordance with the terms of said note.

12. 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. One Mortgagor's request shall bind the other Mortgagor unless the Mortgagee is notified in writing to the contrary prior to any action thereon by the Mortgagee.

13. Payment for taxes, assessments, and insurance premiums shall be provided for by payments paid by the Mortgagors as follows: Commencing on the 25th of April next, and monthly thereafter on the 25th of each month until the debt hereby secured is fully satisfied, except as otherwise provided herein, the Mortgagors shall pay to the Mortgagee not less than the sum of Twenty-six and 00/100 Dollars (\$ 26.00) to be used in the payment of said taxes, assessments, insurance premiums, and governmental impositions, when due; in the event that such payments exceed the total amount due for said items, then such excess shall be credited to the principal due on this mortgage after payment thereof by the Mortgagee. In the event that such payments are less than the total amount due for said items, then the Mortgagors shall forthwith pay the balance thereof to the Mortgagee.

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

IN WITNESS WHEREOF, the Mortgagors, covenant they are each at least twenty-one (21) years of age,

and hereunto set their hands, and seals this 1st day of March, 1969.

(SEAL) Paul Toth (SEAL)
(SEAL) June L. Toth (SEAL)

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a notary public in and for said County and State, this 1st day of March, 1969, personally appeared Paul Toth and June L. Toth, husband and wife

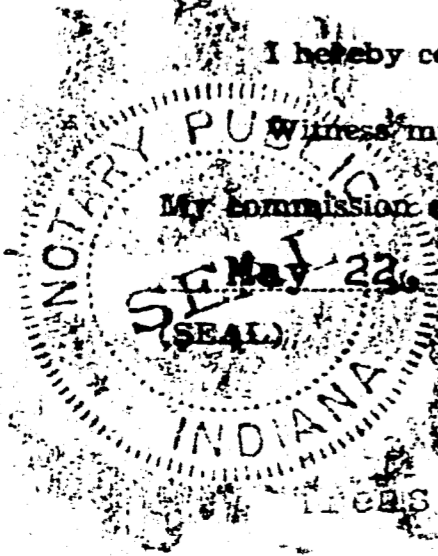
the above named Mortgagors, and acknowledged the execution of the foregoing mortgage, and that they are each at least twenty-one (21) years of age.

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

Witness my hand and Notarial seal.

My Commission expires

May 22, 1972



Marilyn A. Douglas
Notary Public.

Sec'y.

Instrument was prepared by Helen K. Lund, as Sec'y. of Griffith Federal Savings and Loan Association.