

8532

REAL ESTATE MORTGAGE

Charley ... Mortgagee, a Delaware Corporation duly authorized to do business in Indiana, having an office and place of bus Lake...... County, Indians, the following described real The North 5 feet of Lot 26, all Lot 27 and the South 10 feet of Lot 28, Block 5, Ford Roxana Addition to Hammond, as shown in Plat Book 20, page 23, in Lake County, Indiana. "SUBJECT to a prior mortgage given by the Mortgagors herein to Advance Mortgage under date of August 5, 1958 to secure repayment of the sum of \$10,700, recorded in the office of the County Recorder for Lake County, in Vol. 1239 of Mortgages, page 448." STATE OF IXBIANAIS, 9 40 FILED FOR RECORD 8 59 AH '69 ANDREW J. MICENKO

RECORDER

together with all rights, privileges, hereditaments, appurtenances, fixtures and improvements now or hereafter on said premises, and the rent, issues and profits thereof.

This Mortgage is given to secure the performance of the provisions hereof and payment of a certain Promissory Note of even date herewith in the Principal Amount of Loan of Four Thousand Seven Hundred Fourteen and 29/100 dollars, (\$ 4714.22..........) with Loan Charge as therein provided, payable inSixty instalments to be due on the First Due Date of ... Narch 21, 1969...... with subsequent installments on the same day of each month thereafter until the Final Due Date of February 21. 1974

....., all as provided in said Note.

The Mortgagors covenant and agree with the Mortgagee as follows:

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- 2. To keep the mortgaged premises in as good order and repair as at present, reasonable wear and tear excepted, and neither to commit nor to suffer any waste thereon.
- 3. To keep the mortgaged premises insured against loss by fire and such other hazards, and in such amounts as the Mortgagee shall require, with carriers satisfactory to the Mortgagee, with loss payable to the Mortgagee as its interest may appear.
- 4. To pay all taxes and assessments levied against the mortgaged premises when due and before penalties accrue.
- 5. To pay when due any and all prior or senior encumbrances.

On failure of the Mortgagors in any of the foregoing, the Mortgagee, at its option, may pay any and all taxes levied or assessed against the mortgaged premises, prior or senior encumbrances or any part thereof, and may undertake the repair of the premises to such extent as it deems necessary, and all sums advanced by the Mortgagee for any of such purposes shall become a part of the indebtedness secured hereby and shall bear interest at the rate of eight per cent (8%) per annum from and after the date of payment by the Mortgagee until repaid in full by the Mortgagors.

Upon the default of the Mortgagors in any payment or performance provided for herein or in such Note, or if the Mortgagors or any of them be adjudged bankrupt, or a trustee or receiver be appointed for the Mortgagors or any of them or for any part of the mortgaged premises, then the entire indebtedness secured hereby shall become immediately due and payable at the sole option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly, whereupon any cost incurred by the Mortgagee or its agents in obtaining an abstract of title or any other appropriate title evidence may be added to the principal balance due.

No delay or extension of time granted or suffered by the Mortgagee in the exercise of its rights hereunder shall constitute a waiver of any of such rights for the same or any subsequent default, and the Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

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The Mortgagee may, at its sole discretion, extend the time of the payment of any indebtedness secured hereby, or accept one or more renewal notes therefor, without the consent of any junior encumbrancer or of the Mortgagors if the Mortgagors no longer own the mortgaged premises, and no such extension of renewal shall affect the priority of this mortgage or impair the security hereof or release, discharge or affect the principal liability of the Mortgagors or any of them to the Mortgagee whatsoever If there be only one mortgagor, all plurat words herein referring to Mortgagors shell be construed in the singular. IN WITNESS WHEREOF the Mortagors have and year first above written. This Document is the the Lake County Becerder Printed Cora E. Howald State of Lindiana County of Lake Before me, a Notary Public in and for said County and State, personally appeared Charley Howald and who acknowledged the execution of the foregoing mortgage. Witness my hand and Notarial Seal this 21st day of February Kittic Sargent March 13, 1971 My commission expires

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Return to Reneficial Finance Cornoration of Hammond ... 5258 Hohman Avenue, Hammond, Indiana

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