

FOR REL. SEE DOC. #

506458

9741

25-12-22420-28th  
Form No. 15-(8)

3

*Note: This form is copyrighted by the Indianapolis Bar Association. Use of this form constitutes practice of law and is limited to practicing lawyers.*

9741

**REAL ESTATE MORTGAGE**

**NOT OFFICIAL!**

THIS INDENTURE WITNESSETH, that

This Document is the property of  
LEROY HUTCHINS AND BERNICE HUTCHINS, HIS WIFE

the Lake County Recorder!

LAKE County, State of INDIANA MORTGAGE

AND WARRANT to MERCANTILE ALL-IN-ONE LOANS, INC.,

3319 NORTH MARSHFIELD AVENUE

CHICAGO, ILLINOIS (hereinafter referred

to as "Mortgagee") of COOK County, State of ILLINOIS, the

following described real estate in LAKE County, State of Indiana:

The North 9 feet of Lot 33, all of Lot 34, and the South 5 feet of Lot 35,  
Highland Addition to Tolleston, in the City of Gary, as shown in Plat Book 2,  
page 40; in Lake County, Indiana.



STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

MAR 20 9 50 AM '69

ANDREW J. MICENKO  
RECORDER

(hereinafter referred to as "Mortgaged Premises") together with all improvements now or hereafter situated on the Mortgaged Premises or used in connection therewith, and all rights, privileges, interests, easements, hereditaments and appurtenances now or hereafter thereunto belonging or appertaining, and all fixtures now or subsequently attached to or used in connection with the Mortgaged Premises, and all the rents, issues, income and profits thereof.

9771

This Mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note (hereinafter referred to as the "Note") dated FEBRUARY 28, 1969, in the principal amount of SEVEN THOUSAND SEVEN HUNDRED FORTY-FIVE AND 40/100 Dollars (\$ 7745.40 ).

Said principal and interest are payable as follows:

SIXTY (60) consecutive monthly installments of ONE HUNDRED TWENTY-NINE AND 09/100 (\$129.09) Dollars each, beginning on the 28th day of MARCH, 1969 and continuing on the same day of each and every month thereafter until the entire sum is paid except that the balance, if not sooner paid shall be due on the 28th day of February, 1974. The maximum charge for delinquency shall be the monthly rate of charge as authorized by Section 15C of the Illinois Consumer Installment Loan Act for the time that any delinquent balance is outstanding after the due date originally scheduled by the contract. All installments are payable at such office as the holders of said note may, from time to time, in writing appoint.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

**1. Payment of Indebtedness.**

The Mortgagor shall pay when due all indebtedness secured by this Mortgage, on the dates and in the amounts, respectively, as provided in the Note and in this Mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.

**2. No Liens.**

The Mortgagor shall not permit any lien of mechanics or materialmen to attach to the Mortgaged Premises or any part thereof.

**3. Repair of Mortgaged Premises; Insurance.**

The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in reliable insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

**4. Taxes and Assessments.**

The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.

**5. Advancements to Protect Security.**

The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Mortgage; and all sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of eight per centum (8%) per annum; and such sums may include, but are not limited to, insurance premiums, taxes, assessments, and liens which may be or become prior and senior to this Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or to the Mortgaged Premises.

9741

**6. Default by Mortgagor; Remedies of Mortgagee.**

Upon default by the Mortgagor in any payments provided for herein or in said Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, and this Mortgage may be foreclosed accordingly. Upon such foreclosure, the Mortgagee may continue the abstract of title to the Mortgaged Premises, without notice to the Mortgagor, and may add the cost thereof to the principal balance due.

**7. Non-Waiver; Remedies Cumulative.**

No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

**8. Extensions; Reductions; Renewals; Continued Liability of Mortgagor.**

The Mortgagee, at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises, and any such extension, reduction or renewal shall not affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.

**9. General Agreement of Parties.**

All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this Mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this Mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

THIS TRANSACTION SHALL BE CONSTRUED AND INTERPREYED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

IN WITNESS WHEREOF, said Mortgagor has hereunto set their

hand and seal, this 28th day of FEBRUARY, 19 69.

Signature Leroy Hotchkins (Seal)  
Printed LEROY HOTCHKINS

Signature Bernice Hotchkins (Seal)  
Printed BERNICE HOTCHKINS

Signature \_\_\_\_\_ (Seal)  
Printed \_\_\_\_\_

Signature \_\_\_\_\_ (Seal)  
Printed \_\_\_\_\_

STATE OF ~~KENTUCKY~~ ILLINOIS  
COUNTY OF COOK } SS:

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
LEROY HOTCHKINS AND BERNICE HOTCHKINS, HIS WIFE

who acknowledge the execution of the foregoing Real Estate Mortgage.

Witness my hand and Notarial Seal this 28th day of FEBRUARY, 19 69.



Signature Robert Slawinski  
Printed ROBERT SLAWINSKI  
NOTARY PUBLIC