Chy : Kin weeking he may to he ward 123 wist chief leveren 46312 LAKE COUNTY TITLE COMPANY
SION OF CHICAGO TITLE INSURANCE COMPANY

9797 Real Estate Mortgage

IMES and DOLORES K. IMES, husband and wife,

hereinafter referred to as "Mortgagor", MORTGAGE AND WARRANT TO: AVALON PETROLEUM CO., an Illinois Corporation, and JOHN ECKENSTEI

hereinafter referred to as "Mortgagee"

County, Indiana, to-wit:

vision of Lots 13 to 22 his Decknoonend thesphotoesty in Block 7, in Wicker Park Manor, a subdivision in the Town of Highland, Lake County, Indiana, has the Csame Unpears Coff Geord in Plat Book 29, page 63, in the Recorder's Office of Lake County, Indiana,

together with all rights, privileges, easements and appurtenances thereto belonging; all buildings and improvements now or hereafter placed or erected the reon; and all rents, leases, profits, revenues, issues and income thereof.

THIS MORTGAGE is given to secure the performance of the payment of a certain note, of even date herewith, executed by the

Mortgagor and payable to the order of the Mortgagee, at such place as Mortgagee shall indicate, Ten Thousand and 00/100-----

with interest thereon, as provided in said note, which note is payable as follows.

In consecutive monthly installments of Two Hundred and 00/100 Dollars (\$200.00), or more, commencing on the 1st day of April, 1969, and continuing on the same day of each and every month thereafter until paid in full. It is agreed and understood between the parties hereto that this mortgage is a third mortgage and is subject to a first mortgage on these premises given to American Trust and Savings Bank of Whiting, Indiana, and a second mortgage on these premises given to Estelle J. Biel, both of which have been executed and recorded prior to the date hereof. All payments and obligations under the aforesaid

without relief from valuation and appraisement laws and with attorney's fees, all as provided for in said note; any and all advancements made or indebtedness incurred as hereinafter provided for; and the performance of any and all of the provisions hereof. Mortgagor further represents and covenants as follows: That he is the owner in fee simple of the hereinbefore described real estate, buildings, improvements,

rents and profits and that this instrument is a first lien thereon; that he will pay all obligations secured hereby and all sums payable hereunder promptly when due with reasonable attorney's fees and without relief from valuation and appraisement laws; that he will pay promptly when the same become due all prior and subsequent encumbrances and liens upon said real estate, buildings, and improvements; that he will procure at his own expense for mortgagee all instruments and expend any money which the mortgagee may at any time deem necessary to perfect the mortgagor's title or to preserve the security intended to be given by this mortgage; that if the mortgagee is made a party to any suit (arising out of or in connection with this toan) the mortgagor agrees to pay all reasonable expenses, costs and attorney's fees incurred by mortgagee on account of such suit; that he will keep said buildings and improvements insured against loss or damage by fire, lightning, windstorm and such other hazards as the mortgagee shall at any time demand in a company or companies designated by mortgagee for their full insurable value with a proper mortgage clause in favor of mortgagee and will immediately deliver such policies to mortgagee to be held by it until this mortgage is fully discharged; that he will keep all buildings, fences and improvements in good repair and properly painted, that he will pay all taxes, assessments and other governmental impositions levied against the mortgaged property when the same become due and payable; that he will deliver herewith to mortgagee to be retained by it until this mortgage is fully released an abstract of title or guarantee title policy to the mortgaged premises; and that in the event of any default in mortgagor's covenants hereunder he will procure at his own expense and deliver to mortgagee a continuation of said abstract or guarantee title policy to the date of said default. Said abstract continuation or guarantee title policy shall be made by an abstractor (or guarantee title policy company) designated by the mortgagee and shall become the property of the grantee under any sheriff's deed issued in connection with proceedings to foreclose this mortgage. Mortgagor covenants that he will not transfer the ownership of the real estate herein described without the prior written consent of the mortgagee.

Upon default by mortgagor in the performance of any of his covenants hereunder mortgagee may procure the performance thereof and all money expended or obligations incurred with interest thereon at the rate of eight per cent per annum shall immediately become due and payable by mortgagor and shall be a part of the debt secured hereby of equal priority with all other obligations secured hereby.

Upon default by the mortgagor in the performance of any of his covenants herein contained, all obligations and indebtedness secured hereby and all sums payable hereunder shall, at the option of the mortgagee, become immediately due and payable, and the mortgagee may foreclose this mortgage or may pursue any or all other legal or equitable remedies afforded by this instrument and any and all other instruments and provisions of law, and any such remedies so pursued by the mortgagee shall not be exclusive, but shall be cumulative, and the exercise of any remedy or right by the mortgagee shall not operate to bar or abridge the mortgagee's right to pursue any other remedy or remedies. Any delay or failure at any time by the mortgagee to enforce or require performance by the mortgager of eny of the provisions of this mortgage shall in no way affect the right of the mortgagee to enforce the same, nor shall such delay or failure be construed as a waiver by the mortgagee of the right to enforce any of the provisions hereof without notice at any subsequent time, nor shall the waiver by the mortgagee of any breach of any provision hereof be taken to be a waiver of any succeeding breach of any of the provisions hereof nor as a waiver of the provision itself,

Upon default by mortgagor in his covenaits hereunder this mortgage shall be construed to embrace an assignment to mortgagee of all rents, profits and issues arising from the mortgaged premises and mortgagee shall be entitled to collect the same and to deduct its reasonable charges for its services in so doing, and to apply the balance thereof upon the obligations secured hereby. Upon the commencement of any action to foreclose this mortgage, mortgagee shall be entitled to the appointment of a receiver to collect said rents and make proper application of the same, and the right to such appointment shall in no manner be dependent upon the solvency or insolvency of any person liable hereon or upon the then value of the mortgaged premises.

All parties now or hereafter liable hereon or upon any obligations secured hereby consent to extensions of time of payment without notice or consent on their part, and 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 therefore, without the consent of any junior lien holder. No notice of the exercise of any right or option granted to the mortgages in this or any instruments secured hereby is required to be given. Any extension, reduction or renewal shall not release the mortgagor 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. It is expressly agreed that time is of the essence hereof, and that if this mortgage be executed by more than one mortgagor, every agreement herein contained shall be the joint and several obligation of the mortgagors.

MANASAIN MARKAMA XIIGA AMBAYAM MANAMA XIMANAMA XIMBY MEKINGKAMA The forms of I, HE, SHE, II, in any case or number, or their compound forms, with self or selves, when used in this mortgage or in the obligations secured hereby, shall, if the context requires, be construed as synonymous each with the other, and the singular when used herein shall under like requirements be construed to embrace the plural and the plural the singular,

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Before me, the undersigned,	a Notary Public in and	for said County and	State, this	7 H day of	February	, , 19
me Edmund M. Imes	and Dolores	R. Imes, hu	sband and	wife,		•••••
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Real Estate Mortgage

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Warranty

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