

13264

Policy 267681-2  
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13264

LAKE COUNTY TITLE COMPANY Peoples Federal Sav. & Loan Assn.  
DIVISION OF CHICAGO TITLE INSURANCE COMPANY INDEPENDENCE HILL BRANCH  
REAL ESTATE MORTGAGE 7915 Taft Street  
Merrillville, Ind.

THE UNDERSIGNED, LAKE COUNTY TRUST COMPANY, a corporation of Indiana as Trustee under the provisions of a Trust Agreement dated May 11, 1959, known as Trust Number 614.

(herein called "Mortgagors") of Lake County, Indiana, MORTGAGE and WARRANT to PEOPLES FEDERAL SAVINGS AND LOAN ASSOCIATION (herein called "Association"), a corporation under the laws of the United States, with its principal office located in East Chicago, Lake County, Indiana, the following described real estate:

This Document is the property of the Lake County Recorder  
Lot #190, Lincoln Gardens Third Addition as shown in Plat Book 35, page 33, in Lake County, Indiana.

STOP

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
APR 22 9 22 AM '69  
ANDREW J. HICENKO  
RECORDER

together with all buildings, improvements, and appurtenances now or hereafter erected thereon or placed therein, including all fixtures and appliances now or hereafter attached or used in connection therewith, and also together with all easements, and the rents, issues and profits of said premises, to secure:

(A) The payment of a Note executed by the mortgagor(s) to the order of the Association of even date herewith in the principal sum of Thirteen Thousand and 00/100 Dollars (\$ 13,000.00) and three fourths payable on or before 8-31-89 (20) years after date, with interest at the rate of seven (7 3/4) per cent per annum, said principal and interest being payable at 7915 Taft Street, Merrillville, Indiana, commencing on September 1, 1969, and continuing thereafter until said principal and interest is paid in full in accordance with said note, all without relief from valuation and appraisal laws and with attorney's fees.

(B) Any sums paid by the Association to protect its security as herein provided, and also such additional sums which the Association may loan to the Mortgagor(s) or his or their successors in title, but at no time shall the total sum secured hereby exceed the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), excluding, however, from said total amount any sums advanced under Clause 5 hereof, attorneys' fees, and court costs.

Mortgagor(s) shall have the privilege to prepay all or any part of the principal sum of the note secured by this mortgage; provided, however, that if within \_\_\_\_\_ years from the date hereof the aggregate amount of such prepayments in any twelve-month period exceed twenty per cent (20%) of the original principal sum of the note secured hereby, the Association shall have the right to charge a sum equal to Ninety (90) days' advance interest on the amount so prepaid.

Mortgagor(s) hereby covenant and agree with the Association as follows:

- (1) To pay all sums hereby secured.
- (2) To pay all taxes and assessments levied or assessed against said property and to keep all insurable property covered hereby insured against loss and damage by fire, windstorm and other hazards, with such insurers and in such amounts as shall be approved by the Association and with the proceeds of loss payable to the Association as its interest may appear. All policies of insurance shall be delivered to and held by the Association.
- (3) To pay, in the event Association requires, a pro-rated monthly amount for taxes and hazard insurance premiums, such monthly amounts to be in addition to the regular monthly payments of principal and interest herein provided.
- (4) Mortgagor(s) will maintain the property in its present condition of repair, will not commit or suffer waste thereof, and use said property only for lawful purposes.
- (5) In the event Mortgagor(s) fail to pay any lien or encumbrance, or said taxes, or assessments levied against the mortgaged property, or pay said premiums of insurance, or keep said promises in repair, the Association may pay said liens, taxes, assessments or premiums, or make repairs and all sums so paid shall become a part of the indebtedness hereby secured and shall become due and payable forthwith by Mortgagor(s) to the Association without notice or demand, the same being expressly waived by Mortgagor(s). The Association may secure such evidence of title as it deems necessary and the cost thereof shall become a part of the indebtedness secured hereby.
- (6) In the event that Mortgagor(s) shall sell and convey the real estate described in this mortgage, the indebtedness secured hereby shall, at the option of the Association, become immediately due and payable, it being the intention of the parties that the real estate shall not be sold subject to this mortgage except at the option of the Association as aforesaid.
- (7) Upon default by Mortgagor(s) in the performance of any of the terms, covenants or agreements of the promissory note secured by this mortgage, or in any of the covenants or agreements of this mortgage, or in the payment of the monthly installments payable under the terms of said note, and such default continues for a period of sixty (60) days, or if Mortgagor(s) shall abandon said property, then and in either of said events, the whole of the indebtedness secured hereby shall become and be immediately due and payable at the option of the Association, without notice or demand, the same being expressly waived by Mortgagor(s), and this mortgage may be foreclosed. In such event Association shall have the right to have a receiver appointed for said real estate to collect the rents, issues and profits during the period of redemption provided for by law. No delay by the Association in exercising any of its rights hereunder shall operate as waiver thereof or shall preclude it from the exercise thereof during the continuance of any default or breach of covenant.

SIGNED AND DELIVERED by Mortgagor(s) on April 8, 1969

Donald C. Gardner (SEAL) Claire M. Gardner (SEAL)  
LAKE COUNTY TRUST COMPANY, as Trustee  
Dorothy Horst (SEAL) under Trust No. 614 (SEAL)  
By: Anah L. Taggart, Trust Officer  
Dorothy Horst, Assistant-Secretary

Rider attached hereto relating to liability of Lake County Trust Company is made a part hereof.

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Document is  
**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

**STOP**

THIS MORTGAGE is executed by the LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Lake County Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal notes or interest coupons contained shall be construed as creating any liability on the said First Party or on said Lake County Trust Company personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Lake County Trust Company personally are concerned, the legal holder or holders of said principal notes and interest coupons and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

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COUNTY OF LAKE }  
STATE OF INDIANA } ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 8 day of April, 19 69, personally appeared LAKE COUNTY TRUST COMPANY, a corporation of Indiana as Trustee under the provisions of a Trust Agreement dated May 11, 1959, known as Trust Number 614, and Donald C. Gardner and Claire M. Gardner, husband and wife, the above named Mortgagor(s), and acknowledged the execution of the foregoing mortgage.

WITNESS my hand and Notarial Seal.

My Commission Expires

*Delores A. Horvath* Notary Public  
This Document is the property of *Janette*  
the Lake County Recorder!

Prepared by

Prepared by A. A. Bochnowski  
Member Indiana Bar Ass'n.

STATE OF INDIANA }  
COUNTY OF LAKE } SS:

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Anah L. Taggart, as Trust Officer and Dorathy Horst, as Assistant-Secretary of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

Witness my hand and seal this 21st day of April, 1969.

My Commission Expires:

May 22nd, 1972.

*Pauline Lloyd*  
Pauline Lloyd, Notary Public

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| Loan No.   | When Recorded Return to<br>PEOPLES FEDERAL<br>SAVINGS and LOAN ASSOCIATION<br>East Chicago, Indiana |
| REAL ESTATE MORTGAGE   |   |
| NO   |   |
| PEOPLES FEDERAL<br>SAVINGS and LOAN ASSOCIATION<br>East Chicago, Indiana |   |
| RECEIVED FOR RECORD  |   |
| The _____ day of _____   |   |
| A.D. 19 _____  |   |
| and recorded in Mortgage Record _____                                    |   |
| Page _____   |   |
| Recorder Lake County, Ind.   |   |
| Ant. Mortgage _____  |   |

J.C. 4.00