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5-21-72

Policy 269316-7

LAKE COUNTY TITLE COMPANY  
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

First Federal Savings and Loan  
Association of East Chicago  
707 Ridge Road

**FIRST FEDERAL SAVINGS and LOAN ASSOCIATION**

18516

**Document is NOT OFFICIAL!**  
REAL ESTATE MORTGAGE

This Document is the property of  
the Lake County Recorder

Loan No. 9210

THE UNDERSIGNED, KMLEC CONTRACTING, INC.

an Indiana Corporation

of RAMOND, County of LAKE, State of INDIANA hereinafter

referred to as the Mortgagor, does hereby mortgage and warrant to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF EAST CHICAGO, a United States corporation, in the City of East Chicago, Lake County, Indiana, hereinafter referred to as the Mortgagee, the following real estate in the County of LAKE, in the State of INDIANA, to-wit:

Lot 71, Fairmeadow Sixth Addition, Block Two, to the Town of Munster, Lake County, Indiana, as shown in Plat Book 39, page 27, in Lake County, Indiana.



STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

JUN 2 11 09 AM '69

ANDREW J. HIGENKO  
RECORDER

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate, whether physically attached thereto or not); and also together with all easements, and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee to be effective upon default, whether now due or hereafter to become due, as provided in the Supplemental Agreement secured hereby. The Mortgagee is hereby subrogated to the rights of all mortgagees, lien-holders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

THIS MORTGAGE is executed and delivered to secure

(1) The payment of a note executed by Mortgagor to the order of the Mortgagee, bearing even date herewith, in the principal sum of TWENTY THOUSAND and 00/100

..... Dollars (\$ 20,000.00), which note, together with interest thereon as provided in said note, is payable in monthly installments, as provided in said note, which payments are to be applied first to interest, and the balance to principal, until said indebtedness is paid in full.

(2) Any advances made by the Mortgagee to Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note together with such additional advances, provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the mortgage.

(3) All of the covenants and obligations of Mortgagor to the Mortgagee, as contained in a Supplemental Agreement dated, executed and delivered concurrently herewith, and reference is hereby made to the said note and Supplemental Agreement for the full terms and conditions thereof, and the same are hereby incorporated herein as fully as if written out verbatim herein.

In this instrument the singular shall include the plural, and the masculine shall include the feminine and neuter. All rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.

(4) Said mortgaged premises shall not be sold or transferred without the written consent of the Mortgagee, and no contract or agreement shall be entered into by the Mortgagor 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.

This mortgage is executed pursuant to a resolution duly adopted by the Board of Directors authorizing and approving the execution of the promissory note and this mortgage given to secure payment of said note.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of May

A.D., 19 69

KMIEC CONTRACTING, INC.

By: Joseph Kmiec (SEAL) ATTEST: Jean Kmiec (SEAL)  
JOSEPH KMIEC, President JEAN KMIEC, Secretary

\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

STATE OF INDIANA )  
                          ) ss:  
COUNTY OF LAKE )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_, personally appeared \_\_\_\_\_

the above named Mortgagor(s), and acknowledged the execution of the foregoing Mortgage.

I hereby certify that I am not an officer of Mortgage.

WITNESS, my hand and Notarial Seal.

My Commission Expires: \_\_\_\_\_

Notary Public

STATE OF INDIANA ) ss:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOSEPH KMIEC, President and JEAN KMIEC, Secretary of KMIEC CONTRACTING, INC, an Indiana Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President or Secretary, and acknowledged the execution of the annexed Real Estate Mortgage, and delivered the same as their free and voluntary act and as the free and voluntary act of said KMIEC CONTRACTING, INC., for the uses and purposes therein set forth, and caused the corporate seal of said KMIEC CONTRACTING, INC., to be thereto affixed.

Given under my hand and notarial seal this 28th day of May, 1969.

NOTARY PUBLIC  
Commission Expires:  
October 15, 1969.

Judith Lee Queer Emlinizer  
Judith Lee Queer Emlinizer Notary Public

THIS INSTRUMENT PREPARED BY J. L. SKOZEN, Attorney

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