

FOR REL. SEE DOC. # 567353

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Return to: FIRST NATIONAL BANK OF EAST CHICAGO, INDIANA INDIANA HARBOR OFFICE 3701 MAIN STREET EAST CHICAGO, INDIANA

PIONEER NAT'L TITLE INS. CO. REAL ESTATE MORTGAGE

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THIS INDENTURE WITNESSETH, that GUS TSAKOPOULOS and IRENE TSAKOPOULOS, husband and wife,

of the City of East Chicago in the County of Lake

and State of Indiana (hereinafter with their heirs, executors, administrators and assigns, called the mortgagor). Mortgage and Warranty to FIRST NATIONAL BANK OF EAST CHICAGO, INDIANA, of the City of East Chicago, Lake County, State of Indiana, a corporation organized and existing under the laws of the United States of America (hereinafter with its successors and assigns called the mortgagee) the following described real estate situated in Lake County, State of Indiana, to wit:

Lot 49 and the North 1/2 of Lot 48 in Block 21 in Subdivision of that part of the East 4/7th of the Southwest 1/4 of Section 29, Township 37 North, Range 9 West of the 2nd Principal Meridian, lying South of Chicago Avenue, except the East 201 feet thereof, as per plat thereof, recorded in Plat Book 2 page 15, in the Office of the Recorder of Lake County, Indiana,



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together with all buildings and improvements now situated thereon or that may hereinafter be erected thereon, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof, and all plumbing, heating and lighting fixtures now or hereafter attached to or used in connection with said premises, to secure the payment of one certain principal promissory note of the said mortgagor for the sum of - - - - - FIFTEEN THOUSAND and NO/100 - - - - - dollars (\$15,000.00), bearing even date herewith, payable to said Mortgagee, or Bearer, and payable at the office of First National Bank of East Chicago, Indiana,

with interest at the rate of 8% per annum until paid with principal and interest due and payable in monthly installments of \$143.50 each, commencing on the 5th day of August, 1969, and on the 5th day of each month thereafter until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced thereby if not sooner paid shall be due and payable on the 5th day of July, 1984. Said installments shall be applied first to the payment of interest and the remainder to principal.

For the purpose of inducing the said mortgagee to make the loan hereby secured, the mortgagor expressly represents and warrants to said mortgagee to be the owner in fee simple of the premises herein mortgaged; to be over 21 years of age; that the title to said premises is clear and free of liens and encumbrances of whatever kind and nature, and that this mortgage is all and the only encumbrance on said premises, and the mortgagor expressly agrees to pay the sum of money above secured and attorney fees, without relief from valuation and appraisal laws, and upon failure to pay said respective installments and payments as herein set forth, according to the tenor and effect of said note, or any part thereof, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, or upon failure to keep and perform each, any and all of the terms, covenants, conditions and stipulations contained herein, then said note and indebtedness shall be due and collectible at mortgagee's option, and notice of the exercise of said option is expressly waived, and said indebtedness shall be recoverable by a suit at law, or a foreclosure hereof, or both, to the same extent as if the same had matured by express terms. The

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omission of said mortgagee to exercise said option upon any default, as aforesaid, shall not constitute a waiver of the right to exercise the same or preclude it from the exercise thereof upon any subsequent default.

It is further expressly agreed that until said note and indebtedness secured hereby are fully paid, said mortgagor will keep said premises in good repair and commit no waste thereon, and will keep all legal taxes, charges and assessments against said premises paid as they become due and will keep the building or buildings thereon insured for the benefit of the mortgagee, or its assigns, in such amount and in such company or companies as the mortgagee, or its assigns, may require or approve, and will make all insurance policies carried on said building or buildings payable to said mortgagee, or its assigns, as its interests may appear, and will deliver to said mortgagee, or its assigns, all such policy or policies and all renewals thereof, and failing so to do, the said mortgagee, or its assigns, may pay all said taxes and assessments, or procure and pay for said insurance (this being optional with the mortgagee) and the amount so paid, together with interest at the rate of 8% per annum hereon, shall be a part of the debt secured by this mortgage.

It is further agreed generally that said mortgagee may, at its election, advance and pay any sum of money that in its judgment may be necessary to perfect the title of said mortgaged premises in said mortgagor, or to preserve the security intended to be given by this mortgage, and any and all sums of money so advanced and paid, with interest at the rate of 8% per annum, shall be and they are hereby made a part of the mortgage debt secured hereby.

In case of the filing of any bill in any court of competent jurisdiction to foreclose this mortgage, or any part thereof, it is agreed that the court may appoint a suitable person Receiver (and the mortgagor hereby consents to the appointment of a Receiver, if there has been any default in the performance of any of the conditions of this mortgage) with power to look after, care for and manage said property and collect the rents, issues and profits that may be derived therefrom during the pendency of such foreclosure suit and until the right to redeem said premises shall have expired, and such rents, issues and profits shall be applied toward the payment of said indebtedness, with costs thereon and attorney fees.

And the mortgagor further agrees to pay for any continuation of abstract required or necessary for the foreclosure of this mortgage, or any part thereof, and for any documentary evidence required for the foreclosure hereof, or any part thereof.

The mortgagor herein agrees to pledge and deposit with the mortgagee herein a complete abstract of title to the above described real estate, which abstract shall be held by said mortgagee, its successor or assigns, until the indebtedness secured hereby is fully paid, and in case of foreclosure and same is not redeemed by the owners of said real estate, said abstract shall become the absolute property of the mortgagee, its successors, assigns, or the redemptioner.

The said mortgagor hereby expressly agrees to pay all and singular the sums of money by this mortgage above secured, without relief from valuation and appraisement laws of the State of Indiana.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the said mortgagor has hereunto set their hands and seals this 11th day of June, 1969.

Gus Tsakopoulos (Seal)  
Gus Tsakopoulos (Seal)  
Irene Tsakopoulos (Seal)  
Irene Tsakopoulos (Seal)



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STATE OF INDIANA }  
COUNTY OF LAKE } ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 11th day of June, 1969, personally appeared GUS TSAKOPOULOS and IRENE TSAKOPOULOS, husband and wife, and acknowledged the execution of the foregoing Real Estate Mortgage as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal.  
My Commission expires

October 29, 1972

*Dona Steikunas*  
Dona Steikunas Notary Public

This instrument prepared by: Helen M. Grigoras, Assistant Cashier  
First National Bank of East Chicago, Indiana

