

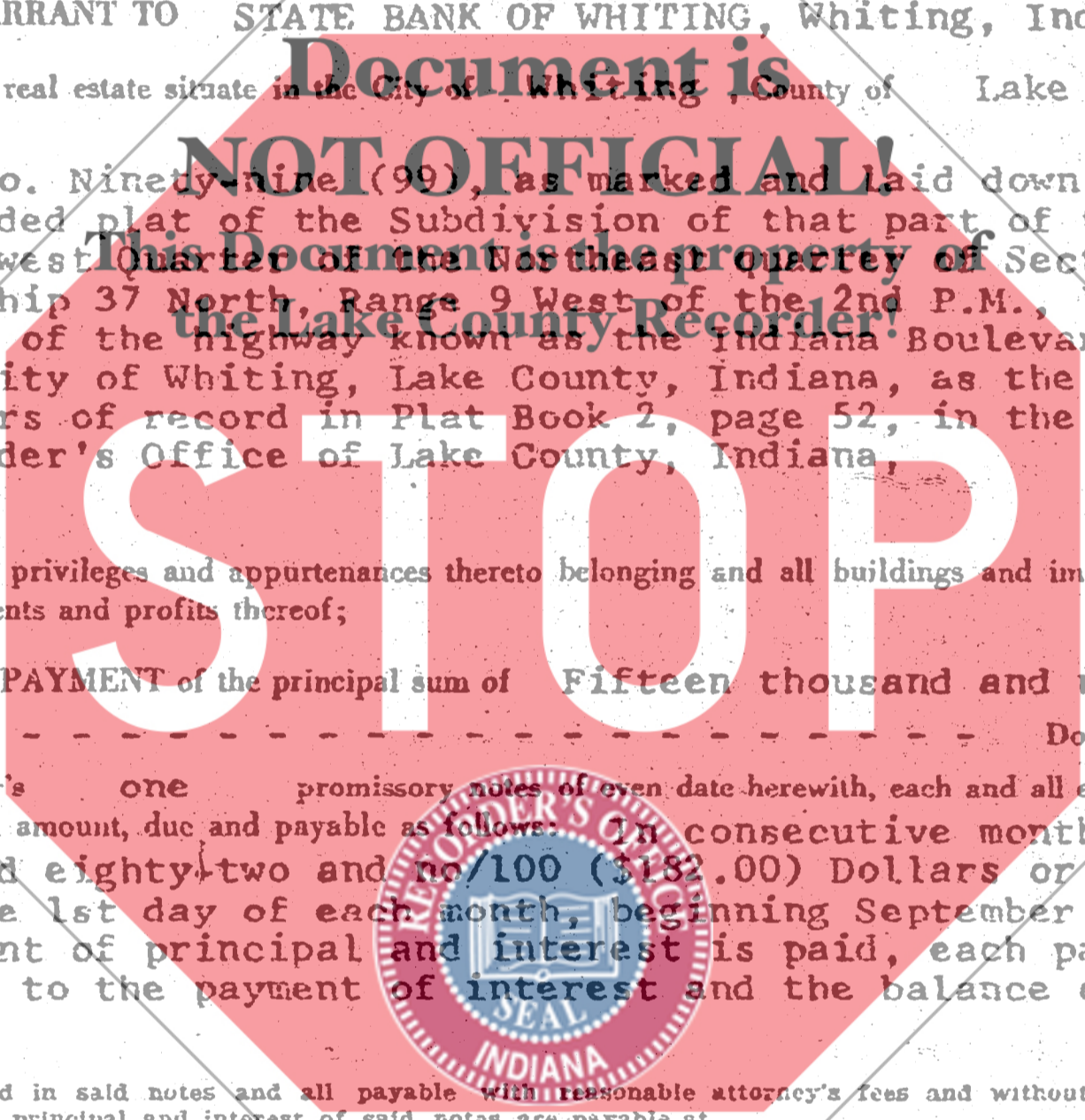
FOR REL. SEE DOC. # 499025
24009

Policy 270471-2
24009

LAKE COUNTY TITLE COMPANY
DIVISION OF CHICAGO TITLE INSURANCE CO.
Please return to
State Bank of Whiting, Whiting, Ind.
Real Estate Mortgage

THIS INDENTURE WITNESSETH: That LEO MICHAEL G. ZELENACK and BRENDA E. ZELENACK, his wife, MORTGAGE AND WARRANT TO STATE BANK OF WHITING, Whiting, Indiana, the following described real estate situate in the City of Whiting, County of Lake, Indiana, to-wit:

Lot No. Ninety-nine (99), as marked and laid down on the recorded plat of the Subdivision of that part of the Southwest Quarter of Section 7, Township 37 North, Range 9 West of the 2nd P.M., lying North of the highway known as the Indiana Boulevard, in the City of Whiting, Lake County, Indiana, as the same appears of record in Plat Book 2, page 52, in the Recorder's Office of Lake County, Indiana,



together with all rights, privileges and appurtenances thereto belonging and all buildings and improvements now or hereafter thereon and the rents and profits thereof;

TO SECURE THE PAYMENT of the principal sum of Fifteen thousand and no/100 - - - - - Dollars, \$ 15,000.00

evidenced by mortgagor's one promissory notes of even date herewith, each and all equally secured hereby, in said aggregate principal amount, due and payable as follows: On consecutive monthly installments of One hundred eighty-two and no/100 (\$182.00) Dollars or more per month, payable on the 1st day of each month, beginning September 1, 1969, until the full amount of principal and interest is paid, each payment to be applied first to the payment of interest and the balance on account of principal,

with interest as specified in said notes and all payable with reasonable attorney's fees and without relief from valuation and appraisement laws. Both principal and interest of said notes are payable at State Bank of Whiting, Whiting, Indiana

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 subject only to the following: None

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 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 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 to the date of said default. Said abstract and continuation shall be made by an abstractor 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. That in the event of any default in mortgagor's covenants hereunder, the mortgagor may, at mortgagee's option, at any time, procure a preliminary to a title policy, and subsequently a title policy, all at the expense of the mortgagor and his assigns, if any.

This mortgage in addition to the above indebtedness heretofore mentioned, is also given to secure the payment of all other indebtedness or liability of the undersigned mortgagors to the State Bank of Whiting and its successors and assigns, up to an amount not exceeding \$1500.00, and which may be existing at this time, or created at any time during the existence of this mortgage.

The mortgagors herein understand that one of the reasons that they were able to secure this mortgage was because of their ability to repay the loan, and this mortgage, and it is expressed, covenanted and agreed with the mortgagee that in the case of a sale or transfer by the mortgagors or their successors in title of the premises hereby mortgaged, the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable, and the mortgagee shall have the right to foreclose this mortgage. Anything hereinbefore or in said note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

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 remedy or 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 mortgagor of any 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 or 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 covenants 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 no notice of the exercise of any right or option granted to the mortgagee in this or any instruments secured hereby is required to be given. 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.

The forms of I. H. E. SHE. IT, 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.

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal this 11th day of July 19 69

(SEAL)
.....
(SEAL)

Leo Michael G. Zelenack (SEAL)
(Leo Michael G. Zelenack)
Brenda E. Zelenack (SEAL)
(Brenda E. Zelenack)

This instrument was prepared by Atty. Walter J. Kackich

24009

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 July, 1969, came Leo Michael G. Zelenack and Brenda E. Zelenack, his wife,

and acknowledged the execution of the annexed instrument.

WITNESS MY HAND and Official Seal.

My Commission Expires Nov. 6, 1971

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

VERNA M. HULTGREEN, Notary Public
Lake County, State of Indiana
My Commission Expires Nov. 6, 1971

Notary Public.

STATE OF)
COUNTY OF ss:

On this day of 1969, personally appeared before me, Notary Public in and for said County and State, and respectively, president and secretary of

who acknowledged the execution of the annexed mortgage as such officers for and on behalf of said Corporation.

WITNESS MY HAND and Official Seal.

My Commission Expires



STATE OF INDIANA
LAKE COUNTY
JUL 15 2 00 PM '69
ANDREW J. NICEENKO
CLERK

Notary Public.

Warranty
Real Estate Mortgage
from
to

ISSW FORM 75, C&J

Handwritten signature