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24017

First Federal Savings and Loan Association

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LAKE COUNTY PUBLIC RECORDS DEPARTMENT

THIS INDENTURE WITNESSETH, That: STANLEY W. GARNER and B. JEANNETTE GARNER, husband and wife, of the County of LAKE and State of Indiana, MORTGAGE AND WARRANT to the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAMMOND, INDIANA, a corporation organized under the laws of the United States of America, with principal offices at 131 Rimbach Street, Hammond, Indiana, the following described real estate situated in the County of LAKE and State of Indiana, to-wit:

Part of the East Half of the West Half of the Northeast Quarter of the Northwest Quarter of Section 32, Township 36 North, Range 8 West of the 2nd Principal Meridian, described as follows: Beginning at a point on the East line thereof 35.96 feet South of the Northeast corner; thence South along East line 1295.44 feet to South line thereof; thence West along South line thereof 165.66 feet to a point; thence North parallel to East line thereof 1232.69 feet to a point on Southerly right of way line of Michigan Central Railroad; thence Northeasterly along said right of way line 175.76 feet to place of beginning, containing 4.808 acres, more or less, in Lake County, Indiana,

together with all and singular the tenements, appurtenances, rights, easements and privileges thereunto belonging, as well as the rents, income and profits thereof and therefrom, as well as all heating, plumbing and lighting fixtures and all other equipment and appliances located thereon, to secure the payment, when the same becomes due of a promissory note of even date, payable to the Mortgagee in the principal sum of \$15,000.00, due and payable on or before the 15th day of August, 1989, as provided in said note, with interest as provided in said note from date until paid, all without relief from valuation and appraisement laws and with reasonable attorney's fees.

The Mortgagors expressly covenant and agree (1) to pay all taxes and special assessments levied against said real estate and improvements as the same become due and payable; (2) to keep all improvements located upon said real estate or hereafter located thereon insured against loss or damage by fire or such other events as the Mortgagee may require with insurers approved by the Mortgagee, with suitable loss payable clauses to said Mortgagee; (3) to permit no waste to be committed upon said premises or allow said premises to be used for any illegal or immoral purposes; (4) to keep and maintain said premises in good condition and repair; and (5) in the event of the failure of the Mortgagors to keep these covenants, or any part thereof, the Mortgagee may pay such taxes and assessments, procure such insurance or make such necessary repairs and any sums so expended by said Mortgagee therefor, together with interest at 6 3/4 per cent per annum, shall be and become a part of the debt secured by this mortgage.

In the event of any default in the payment of said note or the covenants of this mortgage, the Mortgagee may declare the entire debt due and foreclose said mortgage, and in such event the Mortgagors shall pay all costs of said foreclosure, including the cost of securing current title data, and in such event the Mortgagee is hereby given the right to obtain the appointment of a Receiver, who shall take possession of said real estate under the usual powers and authority granted Receivers in such cases.

The Mortgagors shall make no material alterations to said real estate or remove any improvements therefrom without the written consent of the Mortgagee, and shall not permit or suffer any legal proceedings to be instituted against said real estate; and it is further understood and agreed that this mortgage is made subject to all regulations and By-Laws of the said Mortgagee, which are hereby ratified and made a part of this contract, and all amendments thereto that may be made before the payment of this loan.

This mortgage shall secure the payment of any additional notes or loans made by the Mortgagee to the Mortgagors at any time hereafter for the purpose of alterations, additions, improvements, or any other purpose within the discretion of the Mortgagee, PROVIDED ONLY that the aggregate of the principal amount of indebtedness secured thereby, shall at no time exceed the original amount hereof.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals, on this, the 11th day of July, 1969.

(Seal) Stanley W. Garner (Seal) (Stanley W. Garner) (Seal) B. Jeanette Garner (Seal) (B. Jeanette Garner) (Seal) (Seal)

This instrument was prepared by Irene Rybarczyk.

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STATE OF INDIANA,
COUNTY OF LAKE

Before me, the undersigned, a Notary Public, within and for the county and state aforesaid, this 11th day of July 1969, personally appeared STANLEY W. GARNER and B. JEANETTE GARNER, husband and wife, and acknowledged the execution of the foregoing Mortgage to be their free and voluntary acts and deeds. Witness my hand and Notarial Seal, this 11th day and year first hereunto written.

My Commission Expires
June 8, 1971

Marylee Glucksmann
(Marylee Glucksmann) Notary Public



STATE OF INDIANA, S. 40
LAKE COUNTY
FILED FOR RECORD
JUL 15 2 03 PM '69
ANDREW J. HICHENKO
RECORDER

Loan No. 14028

MORTGAGE

STANLEY W. GARNER and
B. JEANETTE GARNER,
husband and wife,

to the

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION
OF HAMMOND, INDIANA

\$ 25,000.00

Record and Return to
FIRST FEDERAL SAVINGS AND LOAN ASSN.
HAMMOND, INDIANA

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