

FOR REL SEE DOC #

25-5-385

28409

J. A. Levenda, Vice President

#65009

Gary National Bank REAL ESTATE MORTGAGE

P/O. Box 209 28409 Gary, Indiana

THIS INDENTURE WITNESSETH, that

Oran H. Rickard and Shirley G. Rickard, husband and wife

mortgage and warrant to GARY NATIONAL BANK of Lake County, State of Indiana, the following described real estate in Lake County, in the State of Indiana, to-wit:

Part of the East Half of the Southeast Quarter of Section 9, Township 35 North, Range 8 West of the 3rd P. M., described as commencing 1 rod North of the Southeast corner of said Southeast Quarter; thence West 160 feet along a line which is parallel to and 1 rod North of the South line of said quarter Section; thence North 75 feet; thence East 160 feet along a line which is parallel to the South line of said Section; to the East line of said quarter Section; thence South 75 feet along the East line of said quarter Section to the place of beginning, except the East 40 feet thereof taken for State Highway #53, (also known as Broadway), in Lake County, Indiana, also known as 6860-64 Broadway, Merrillville, Indiana.

The mortgage is given to secure the payment of one promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal amount of \$18,900.00 Dollars, executed by the Mortgagee herein, payable in 84 monthly instalments with interest precomputed and included therein and the Mortgagors expressly agree to pay the sum of money above secured.

MORTGAGOR HEREBY AGREES: To neither commit nor suffer waste to be committed of said property, to keep the improvements now existing or hereafter erected on the mortgaged property insured, as may be required from time to time by the mortgagee, against loss by fire and other hazards, casualties, and contingencies, in such amounts and for such period as may be required by the mortgagee, in insurance companies to be selected by the mortgagee and to maintain said insurance during the life of this mortgage, said insurance policies to carry standard mortgage clauses in favor of mortgagee herein and to be held and kept by said mortgagee herein as so much additional security; that he will pay all taxes and assessments that may be levied or assessed upon or against said premises as the same shall become due and payable. Upon failure or refusal of the mortgagor herein to provide and furnish said insurance to mortgagee herein, or to pay said taxes or assessments, mortgagor hereby expressly authorizes said mortgagee to procure said insurance and/or to pay such taxes and assessments, and agrees that the sum or sums of money advanced for such purpose shall become a part of the debt hereby secured and shall draw like interest; that the mortgagee may pay any senior liens or encumbrances upon or against said real estate and that the money advanced for such purpose shall become a part of the debt hereby secured and shall draw a like interest; that upon the payment of such senior lien(s) or encumbrance(s) by said mortgagee, or in case mortgagee shall be compelled to pay any taxes or assessments, or to furnish insurance, then and in either or all of such cases, said mortgagee shall have the right, at its option, other clauses herein notwithstanding, to declare the entire debt secured hereby due and payable forthwith, without notice or demand, and to proceed with the collection thereof by foreclosure of this mortgage or otherwise. Mortgagor further agrees that upon default of any of the covenants or conditions herein contained, or if any part of the debt secured hereby, either principal or interest, shall remain unpaid for thirty days after maturity, said mortgagee may, at its option, declare the entire debt secured hereby to be due and payable forthwith, without notice or demand and proceed with the collection thereof either by foreclosure of this mortgage or otherwise; provided, however, that the omission of said mortgagee to so exercise said option shall not be construed as a waiver thereof and shall not preclude said mortgagee from exercising same for any subsequent default, and nothing but a written contract of the mortgagee shall be a waiver of said option. Any notice which might be required by and under the terms hereof is hereby expressly waived by and on the part of the mortgagor herein.

IT IS FURTHER AGREED generally that the 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 shall be and they are hereby made a part of the mortgage debt and shall draw a like interest, and may at any time or times in succession, without notice, extend the time of payment of the indebtedness hereby secured to any person or persons then under obligation to pay such indebtedness, or affected by the lien hereby created, upon such terms as may be agreed upon by the mortgagee and the party requesting the extension. The mortgagor expressly agrees to pay the sums of money above secured and mortgagee's collection charge and attorney fees without relief from valuation and appraisal laws.

MORTGAGOR FURTHER AGREES in the event of foreclosure and sale of the premises mortgaged, that he will pay to the mortgagee a sum of money equal to the reasonable rental value of said premises during his occupancy of the same after the issuance of the certificate of sale unless redemption shall be made as provided by law.

IT IS FURTHER AGREED that in case mortgagee herein shall be made a party to any suit filed in any court by reason of its being mortgagee herein, or is at any time called upon to defend said mortgage and its interest in and to said property under the terms of said mortgage, the mortgagor will pay unto the mortgagee all expense incurred by said mortgagee, including a reasonable attorney fee, in so defending its interest in said property by reason of said mortgage, in protecting the lien thereof, or in protecting itself in said suit.

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. The interests of the parties herein is subject to all covenants, easements and restrictions in the original recorded plat of the subdivision herein described.

IN WITNESS WHEREOF, the said mortgagor(s) have hereunto set their hand(s) and seals this 16th day of June 1969

STATE OF INDIANA, LAKE COUNTY, FILED FOR RECORD

AUG 23 9 12 AM '69

ANDREW J. HICENKO RECORDER

STATE OF INDIANA, Lake COUNTY, } ss:

Oran H. Rickard Shirley G. Rickard

Oran H. Rickard Shirley G. Rickard

Before me, the undersigned, a Notary Public in and for said County and State, this 16th day of June, 1969, personally appeared Oran H. Rickard and Shirley G. Rickard

and acknowledged the execution of the annexed Mortgage. This instrument prepared by: L. C. Guthrie, Senior Vice President, Gary National Bank. WITNESSES my Hand and Notarial Seal.

Vera M. Helmerick Notary Public