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Citizens Federal Savings and Loan Association of Hammond

LAKE COUNTY TITLE COMPANY

THIS INDENTURE WITNESSETH, That

HAROLD A. HENDERLONG and MILDRED J. HENDERLONG,

husband and wife

County, Indiana, hereinafter referred to as "Mortgagors," MORTGAGE AND WARRANT to the CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION, in Hammond, Lake County, Indiana, a corporation organized and existing under the laws of the United States hereinafter referred to as "Marigagée," the following described

Lake real estate in

> Lot like in Morning Sun Homes, in the City of Crown Point, as per plat thereof, recorded in Plat Book 31, page 63 in the Office of the Recorder of Lake County, Indiana.

> > 957 H 2 C9 FH 163



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TOGETHER with the buildings and improvementations. Character yrected thereon, and improvementations of hereafter may be placed in any building, now or hereafter upon said property; together with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee.

payable at the office of the Mortgages in the City of Hammond, Indiana, who was a state of the mortgages and agree to pay to the order of the Mortgages, all without relief from valuation and appraisement laws and with attorneys' fees.

This mortgage also secures the payment of any additional locals made by the Mortgagee at its option to the Mortgagor from this date, and all instruments evidencing the same.

The Mortgagors on hereby further covenant and agree as follows:

1. To keep the improvements now existing or hereafter erected on said mortgaged premises constantly insured against loss or damage by fire, windstorm, and such other causes as the Mortgagee may require, in companies acceptable to the Mortgagee, in a sum equal at all times to the total indebtedness secured hereby, and to deliver to the mortgagee the policies of insurance and all renewals thereof, in such form as the Mortgagee may require, with a mortgage clause satisfactory to it, and to pay all taxes, special assessments, cost of repairs, and any and all expenses incident to the awnership of the mortgaged property when due, and to exhibit upon demand, at the office of the Mortgagee, all receipts for said taxes and assessments. The Mortgagee may in case of failure of the Mortgagors so to do, pay any tax or assessment, procure insurance, discharge any claim, lien or incumbrance, make any repairs necessary to preserve the security intended to be given by this mortgage, and may obtain such abstracts of title (or policies of title insurance) covering said real estate as in the judgment of the Mortgagee may be required. All suins so paid shall become immediately due to the Mortgagee, shall be added to and become a part of the indebtedness secured hereby, and shall bear intenst at the rate of eight per cent (8%) per annum until paid.

2. To exercise due diligence in the operation, management, and occupation of said real estate and the improvements thereon, and not to commit waste or allow the same to be committed on said premises, and to keep said real estate and the improvements thereon in their present condition and repair, normal and ordinary depreciation alone excepted, and not to commit or permit to be committed on said premises any illegal interests.

3. Upon default in the payment of said note, or in the performance of any of the revenants and agreements herein contained, or upon the institution of any legal proceeding to enforce a mortgage or other lien upon the mortgaged property, or if a petition in bankrupicy shall be filed by or against the Mortgagors or if the Mortgagors shall in any way be adjudged insolvent or shall make an assignment for the benefit of creditors, or if there exist any lien or incumbrance on the mortgaged real estate superior to the lien of this mortgage or if said mortgaged property shall be levied upon by virtue of any execution, attachment or other writ, or shall come into the possession of or be ordered sold by the officer of any court, or if the Mortgagors shall abandon the mortgaged property, then the entire indebtedness secured hereby shall, at the option of the Mortgagee, become and be immediately due and payable, without notice or demand, and thereupon the Martgagee shall be entitled to the immediate possession of said mortgaged property and the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings, and shall also be entitled to collect said indebtedness, to foreclose this mortgage and to enforce any of its rights hereunder, by proper legal or equitable proceedings. It is understood and agreed that the Mortgagors shall pay all costs and attorney's fees incurred or paid by the Mortgagee in any suit in which it may be plaintiff or defendant by reason of being a party to this mortgage. In any suit or proceeding to foreclose this mortgage, or to enforce or protect the Mortgagee's rights hereunder, the Mortgagee in addition to any other remedy, and regardless of the value of the mortgaged property or the solvency or insolvency of the Mortgagors, shall be entitled to the appointment of a receiver, without notice, to take possession of and protect said property and collect the rents and income, and apply the same as provided by law. In case of a foreclosure of this mortgage, the abstracts of title, all pre-paid insurance and title policies shall be the absolute property of the Mortgagee.

d. The Morigages at its option may extend the time for the payment of said indebtedness, or reduce the payment thereon, or accept a renewal note or notes therefor, without the consent of any junior lien holder, and without the consent of the Morigagors if the Morigagors have parted with the title of said property, and any such extension, reduction or renewal shall not release the Morigagors or any endorser or quarantor from liability for such indebtedness, or affect the priority of this mortgage over any junior lien, or impair the security hereof in any manner whatsomer.

5. The Marigagare, unless specifically excused from	long by the congage, shall pay with and in addition to the regular monthly pay-
	1-(1/12)-of the estimated annual amount of the taxes, transfer premiums, assess-
	against the reet estate herein described, band estimated amount of such taxes, insurance
premiums, sessessmenter to be determined by the Mortgo	
cages be required to determine the validity or correctness	not be jieble test on of such posiments erroreculty made. In no event shall Mort- nent is the property of mortgaged premises.
the Lak	e County Recorder!
5. The Not to suffer or permit without the written conser	it of the mortgages (a) Any use of said property for a purpose other than that for
	ons to, demolition or removal of any of the improvements, apparatus, fixtures or
equipment now or hereafter upon said property.	
	and be hinding upon the several heirs, executors, administrators, successors and
assigns of the parties hereto.	
	y only one person, the word "Mortgagors" as used in this instrument shall be held
to mean "Mortgagor," and the terms and provisions herec IN WITNESS WHEREOF, the Mortgagors have hereunted	7746
	The house and some
October 19 69	STORDER SOLIT
	WOLANA JULIE
Harold A. Henderlor	(SEAL) Mildred J. Handerlong (SEAL)
Harold A. Henderlor	ng Mildred J. Henderlong (SEAU)
	(SEAL)
STATE OF	
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LAKE SEE:	
•	
	11th October
	tos said County and State, this 11th day of October
19. personally appeared the above named	HAROLD A. HENDERLONG and MILDRED J.HENDERLONG,
.********************************	husband and wife
and acknowledged the execution of the annexed mortgage.	
Witness my hand and Notarial Seal.	
0.00.00	Dalon Okillica
My commission expires: 9-22-72	Walter D. Childress
	NOTARY PUBLIC

This Instrument prepared by Thomas H. Gallivan.