

40958

CMS 68269
40958

PIONEER NATL TITLE INS. CO.

1st Fed Sav, Gary

Loan No.

MORTGAGE

THE UNDERSIGNED, Samuel W. Wright and Jewel Wright, husband and wife.

of City of Gary, County of Lake, State of Indiana, hereinafter referred to as the Mortgagor does hereby mortgage and warrant to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GARY, Indiana, a corporation organized and existing under the laws of the United States of America, hereinafter referred to as the Mortgagee, the following real estate in the County of Lake in the State of Indiana, to wit:

Lots 9 and 10 in Block 5 in Broadway Home Acres in the City of Gary, as per plat thereof, recorded in Plat Book 16, page 17, except part of Lot 10 taken for the opening of 53rd Avenue, Lake County, Indiana.

STOP

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
DEC 5 10 29 AM '69
ANDREW J. MICENKO

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided in the Supplemental Agreement secured hereby. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee for the uses herein set forth, free from all rights and benefits under the appraisal and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE:

(1) The payment of a note executed by the Mortgagor to the Mortgagee bearing even date herewith in the principal sum of One hundred nineteen thousand and no/100 Dollars (\$ 119,000.00), which note, together with interest thereon as therein provided is payable in monthly installments of Nine hundred ninety five and 38/100 Dollars (\$ 995.38), commencing the 1st day of January, 19 70, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) Any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of Twenty three thousand eight hundred and no/100 (\$ 23,800.00) Dollars, provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the mortgage.

(3) All of the covenants and obligations of the Mortgagor to the Mortgagee, as contained in a supplemental agreement dated, executed and delivered concurrently herewith and reference is hereby made to said note and supplemental agreement for the full terms and conditions thereof, and the same are hereby incorporated herein as fully as if written out verbatim herein.

In this instrument the singular shall include the plural, and the masculine shall include the feminine and neuter. All rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the mortgagor and mortgagee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11th day of November, 19 69.

Samuel W. Wright (SEAL) Jewel Wright (SEAL)
Samuel W. Wright (SEAL) Jewel Wright (SEAL)
(SEAL) (SEAL)

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 November, 19 69, personally appeared SAMUEL W. WRIGHT and JEWEL WRIGHT, husband and wife,

the above named mortgagor and acknowledged the execution of the foregoing mortgage. I hereby certify that I am not an officer of the Mortgagee. Witness my hand and notarial seal.

My Commission Expires: November 21, 1969 Mary June Dupert Notary Public