

FOR REC SEE DOC # 42603
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REAL ESTATE MORTGAGE

*Chrysler Credit Corp
608-165 St
Hammond, Ind
attn: J. Holst*

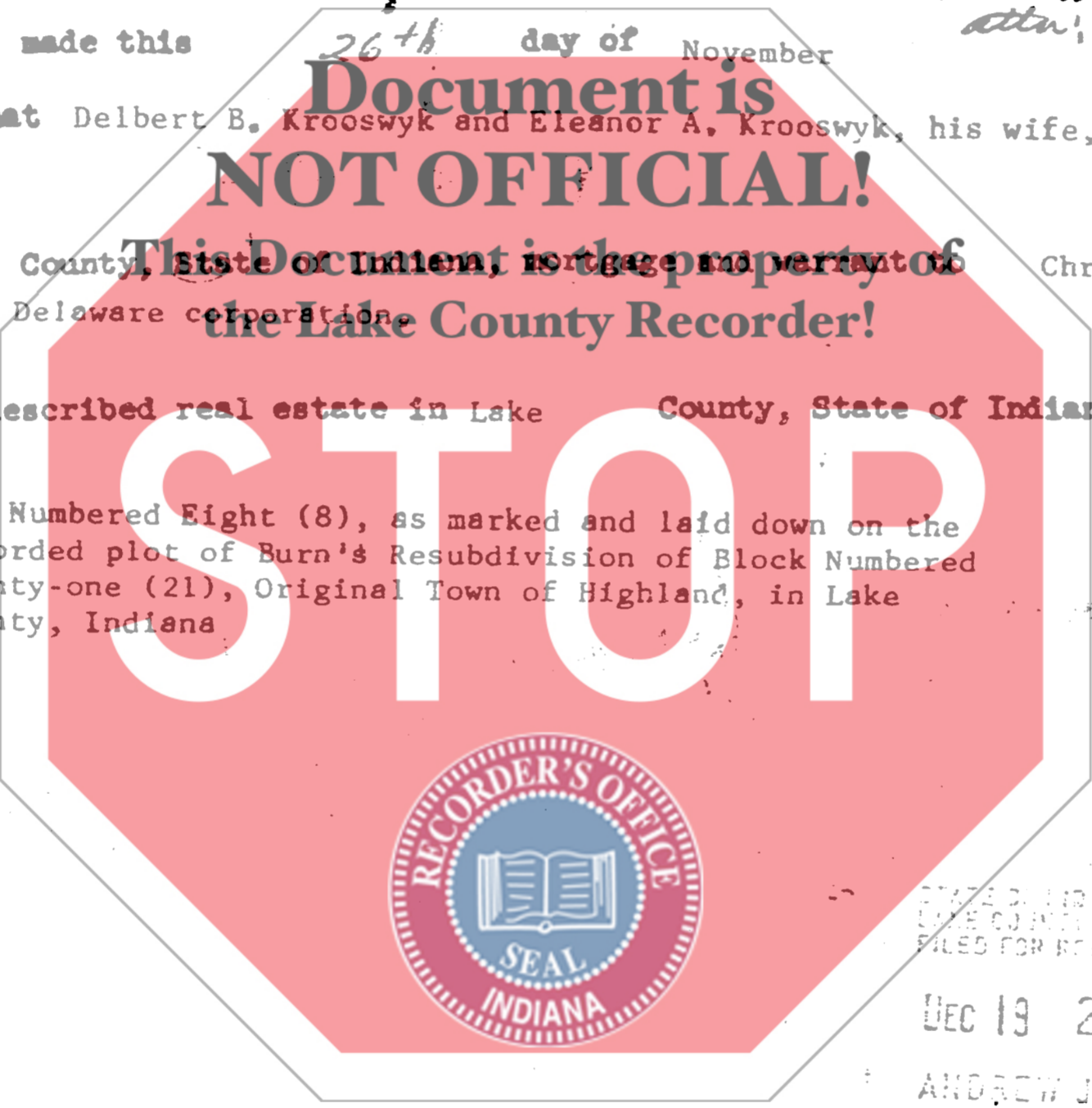
THIS INDENTURE, made this 26th day of November

WITNESSETH: That Delbert B. Krooswyk and Eleanor A. Krooswyk, his wife,

of Lake County, State of Indiana, mortgage and convey to Chrysler Credit Corporation, a Delaware corporation, the Lake County Recorder!

the following described real estate in Lake County, State of Indiana, to wit:

Lot Numbered Eight (8), as marked and laid down on the recorded plot of Burn's Resubdivision of Block Numbered Twenty-one (21), Original Town of Highland, in Lake County, Indiana



STATE OF INDIANA
CLERK OF SUPERIOR COURT
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ANDREW J. MOSENIK
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together with the appurtenances thereto appertaining and together with all improvements now or hereafter placed on said property and all fixtures, equipment and/or appliances, used in or in connection with the said improvements, and together with all easements, rights and privileges appertaining to the said real estate;

To secure the payment of the principal sum of Fifty Thousand and 00/100 Dollars (\$ 50,000.00), and interest, evidenced by ~~mortgagee's~~ one promissory note of even date herewith in said principal amount, payable according to its terms, to the order of Chrysler Credit Corporation, executed by D-J Chrysler Plymouth, Inc., an Indiana and likewise, to secure the performance by mortgagor of all mortgagor's covenants, agreements, promises, payments and conditions herein set out; final principal payment of said note is due 21st day of November, 1970, renewable, at the option of the mortgagee, until November 21, 1974.

It is expressly agreed by and between the mortgagor and the mortgagee as follows:

Mortgagor agrees to deliver to mortgagee a satisfactory title policy or abstract of title; to suffer or permit no liens of mechanics or materialmen to attach to said premises; and to comply with all laws, ordinances and rulings of any governmental agency relating to said premises.

That the legal holder of the note hereby secured may at any time, by written agreement with the mortgagor or any successor in title and without notice to any other person, extend the time for the performance of mortgagor's obligations hereunder or any part thereof, without thereby affecting this mortgage or releasing any person from liability.

That the mortgagor will pay, when due, all taxes and assessments levied or charged against said premises; and will file the official receipts showing such payment with the mortgagee. In the event of the passage, after date of this mortgage, of any tax law affecting adversely the interest of mortgagee, mortgagee may,

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at its option, without notice, declare the entire mortgage debt immediately due and payable. That the mortgagor will keep all buildings and improvements on the said premises in good repair; will permit no waste of any kind; will keep all the buildings which are now or may hereafter be upon the premises unceasingly insured for their full insurable value against loss or damage from fire and tornado, in insurance companies acceptable to the mortgagee, and will deliver such policies to it, with satisfactory mortgage clause attached, and will pay all insurance premiums when due. In case of loss, the insurance money shall be applied upon the indebtedness, in such manner as the mortgagee may elect, even though the same is not yet due, or at mortgagee's option may be released to the mortgagor for the purpose of making repairs or improvements upon said property satisfactory to the mortgagee.

That the mortgagee, at its option, may make any payment necessary to remove or extinguish any outstanding title, lien or encumbrance on the premises hereby conveyed and may pay any unpaid taxes or assessments charged against said property, before or after delinquency, with penalties, interest and costs, and may insure said property and pay for such insurance if default be made in the covenants to insure; and any sum or sums so paid shall become a lien upon the above described mortgaged property and shall be secured by this mortgage and may be recovered with interest at eight per cent (8 %) per annum.

That if the principal or interest on the note herein described or any part of the indebtedness secured by this mortgage or interest thereon, be not paid when due, or if default be made in the full and prompt performance of any covenant or agreement herein contained, or if any proceedings be instituted which might result to the detriment of the use and enjoyment of the said property, or if the mortgagor shall make an assignment for the benefit of his creditors, or if a receiver be appointed for the mortgagor or his property, or if mortgagor files any petition or institutes any proceedings under the National Bankruptcy Act, then on the happening of any one or more of these events, the whole indebtedness secured hereby shall immediately become due and payable, at the option of the mortgagee.

Mortgagor agrees that in the event of foreclosure, he will pay, as a part of the mortgage debt, a reasonable attorney fee for mortgagee's attorney, and also all expenses of title search and abstracting necessary for such foreclosure, and that on suit being filed, the Court shall at once, and without notice, appoint a Receiver to take charge of the mortgaged property.

That mortgagor will, on demand, reimburse mortgagee for any expense, including attorney's fees, incurred in connection with any suit or proceedings to which mortgagee may be made a party by reason of this mortgage; and the sum of such expense shall become a part of the debt secured hereby and shall bear interest at eight per cent (8 %) per annum.

That any part of the security herein described may be released with or without consideration without affecting the remainder of the indebtedness still unpaid or the remainder of the security.

That the making of any payment by mortgagee for any of the purposes herein permitted shall in no event be construed as a waiver of any breach of covenant committed. Failure of the mortgagee to declare the entire indebtedness due on breach of any covenant shall not bar or abridge mortgagee's right to exercise such option at any time thereafter or on any subsequent default. It is expressly agreed that time is the essence of this instrument.

It is agreed that all gas and electrical fixtures, air conditioning equipment, radiators, oil burners, boilers, stokers, bath tubs, sinks, basins, pipes, faucets, and other plumbing and heating fixtures, awnings, screens, storm windows, storm doors, shutters, windows shades, power pumps, water softeners, hot water tanks and heaters, pressure tanks and equipment, and incinerators are and shall be deemed to be a part of the realty as between the parties hereto and persons claiming under them and security for the indebtedness herein mentioned.

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In addition to the payment of principal and interest, hereinbefore required, the obligor shall also pay on each interest date hereinbefore designated, one-twelfth of the estimated annual amount required for payment of taxes and other municipal charges and premiums on policies of fire and other hazard insurance covering the mortgaged premises, so as to enable the mortgagee to pay all such charges in full as they become due and payable, any excess or deficiency of the actual amount required shall be adjusted annually by credit or charges to the mortgagor, as the case may be. Failure to make such monthly payments shall be deemed a default to the same extent as failure to make any of the payments of principal and interest, within the time required by the terms of this Mortgage.

That the words, mortgagor and mortgagee, when used herein, shall be taken to include singular and plural number, and masculine, feminine or neuter gender, as may fit the case, and shall also include the heirs, administrators, executors, successors and assigns of the parties hereto.

That each and all of the terms and provisions hereof shall extend to and be a part of any renewal or extension of the mortgage.

IN WITNESS WHEREOF, the mortgagor has hereunto set their hand and seal this 26th day of November, 1969.



Delbert B. Krooswyk
Delbert B. Krooswyk
Eleanor A. Krooswyk
Eleanor A. Krooswyk

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, the undersigned, Robert J. Skertich an official of LAKE County of the State of Indiana, on this 26th day of NOVEMBER 1969, personally appeared DELBERT KROOSWYK AND ELEANOR A. KROOSWYK and acknowledged the execution of the foregoing mortgage. Witness my hand and official seal the day and year last above written.

Robert J. Skertich
(Official title)
ROBERT J. SKERTICH

My commission expires
April 4, 1973

THIS INSTRUMENT PREPARED
BY DOMING MONTEROSA

