

46845

**Document is  
NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

Citizens Federal Savings and Loan Association of Hammond

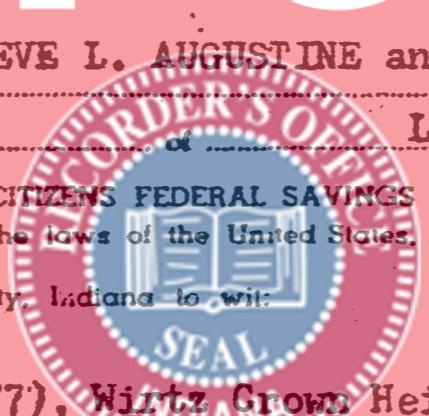
Policing #74603-4  
3  
42797

CITIZENS FEDERAL SAVINGS & LOAN ASSN.  
CROWN POINT, INDIANA

LAKE COUNTY TITLE COMPANY  
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

**MORTGAGE**

THIS INDENTURE WITNESSETH, That



Lake

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 "Mortgagee," the following described real estate in

Lake

County, Indiana, to wit:

Lot Seventy-seven (77), Witz Crown Heights Unit #4,  
as shown in Plat Book 39, page 86, in the Recorder's Office  
of Lake County, Indiana.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

Dec 19 3:59 PM '82

AKRON AUGUSTINE  
RECORDED

1690

## Document is

**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

TOGETHER with the buildings and improvements, now or hereafter erected thereon, including all heating, air-conditioning, plumbing, gas and electric fixtures or appliances, now in or which 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 Mortgagor.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain obligation evidenced by a promissory note of even date herewith for the principal sum of Seventeen Thousand Nine Hundred and no/100— Dollars.

(\$ 17,900.00—) executed by the Mortgagors and payable to the order of the Mortgagor on or before Twenty-five-----

(—25----) years after due date of first payment, with interest thereon as provided in said note, said principal and interest being One Hundred Thirty-five

payable at the office of the Mortgagor in the City of Hammond, Indiana, in regular monthly installments of and 21/100----- Dollars (\$ 135.21--) each, due on the first day of each calendar month hereafter, all of which indebtedness

the Mortgagors severally promise and agree to pay to the order of the Mortgagor, all without relief from valuation and appraisement laws and with attorneys' fees.

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

The Mortgagors do 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 Mortgagor may require, in companies acceptable to the Mortgagor, in a sum equal at all times to the total indebtedness secured hereby, and to deliver to the mortgagor the policies of insurance and all renewals thereof, in such form as the Mortgagor 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 ownership of the mortgaged property when due, and to exhibit upon demand, at the office of the Mortgagor, all receipts for said taxes and assessments. The Mortgagor 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 Mortgagor may be required. All sums so paid shall become immediately due to the Mortgagor, shall be added to and become a part of the indebtedness secured hereby, and shall bear interest 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 or immoral acts.

or upon the sale or conveyance of the mortgaged premises  
without the written consent of the mortgagor,

3. Upon default in the payment of said note, or in the performance of any of the covenants 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 bankruptcy 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 Mortgagor, become and be immediately due and payable, without notice or demand, and thereupon the Mortgagor 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 Mortgagor 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 Mortgagor's rights hereunder, the Mortgagor in addition to all costs, and regardless of the value of the mortgaged property or the solvency or insolvency of the Mortgagors, shall be entitled to the judgment of a receiver, without notice, to take possession of and protect said property and collect the rents and income therefrom, and to receive the same free from all liens, in case of a foreclosure of this mortgage, the abstracts of title, all pre-paid insurance and title policies and all documents relating to the property.

4. Notwithstanding the time for the payment of said indebtedness, or reduce the payment thereon, or accept a partial payment, without the consent of any holder hereof, and without the consent of the Mortgagors, if the Mortgagors have paid in full, and any extension or release or waiver shall not release the Mortgagors or any endorser or guarantor of this mortgage, or any of his mortgage over any junior lien, or impair the security hereof in any manner.

Lake Co.  
Ind.

## Document is

## NOT OFFICIAL!

This Document is the property of  
the Lake County Recorder!

5. The Mortgagors, unless specifically excused from so doing by the Mortgagor, shall pay with and in addition to the regular monthly payment required hereunder, a sum equivalent to one-twelfth (1/12) of the estimated annual amount of the taxes, insurance premiums, assessments of all kinds and character that may be assessed against the mortgaged property, said estimated amount of such taxes, insurance premiums, assessments, to be determined by the Mortgagor. Mortgagor shall exercise ordinary care in paying taxes, assessments and insurance premiums and having exercised such care, shall not be liable for any of such payments erroneously made. In no event shall Mortgagor be required to determine the validity or correctness of any tax or assessment levied against the mortgaged premises.

6. Not to suffer or permit without the written consent of the mortgagor (a) Any use of said property for a purpose other than that for which the same is now used or (b) Any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property.

7. All rights and obligations hereunder shall extend to and be binding upon the several heirs, executors, administrators, successors and assigns of the parties hereto.

8. In the event this mortgage is made and executed by only one person, the word "Mortgagors" as used in this instrument shall be held to mean "Mortgagor," and the terms and provisions hereof shall be construed accordingly.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals, this 31st day of

October

19 69



*Steve L. Augustine* (SEAL)  
Steve L. Augustine

*Amy A. Augustine* (SEAL)  
Amy A. Augustine

(SEAL)

(SEAL)

STATE OF INDIANA  
COUNTY OF LAKE } ss:

31st. October

Before me, this 22nd day of October, 1969, personally appeared the above-named STEVE L. AUGUSTINE and AMY A. AUGUSTINE, husband and wife,

and acknowledged the execution of the foregoing instrument in the presence of the undersigned.

I am a Notary Public.

My commission expires Sept. 22, 1972.

*Walter D. Childress*

NOTARY PUBLIC

This instrument was prepared by Thomas H. Gallivan.