

46754

Sept 1, 1970 COM 119470

Peoples Federal Savings & Loan Assn.  
INDEPENDENCE HILL BRANCH

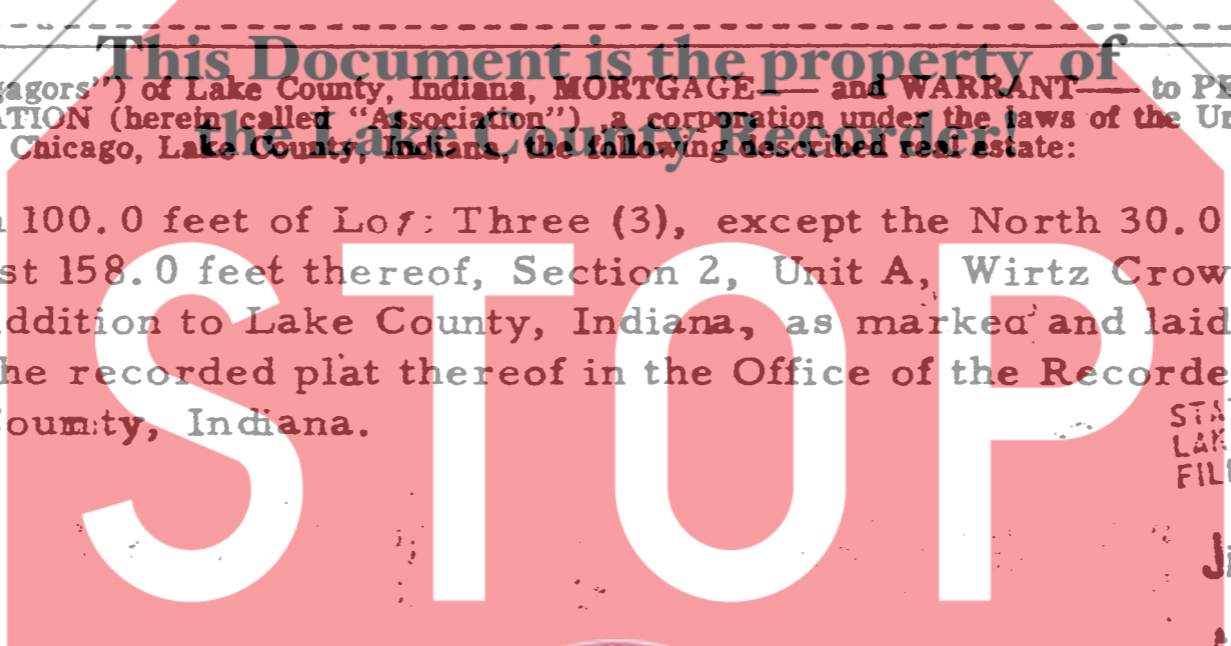
PIONEER NAT'L TITLE INS. CO.

REAL ESTATE MORTGAGE  
Document is

THE UNDERSIGNED, PETER E. ROTTIER AND EDYTHE M. ROTTIER, husband  
and wife-----

(herein called "Mortgagors") of Lake County, Indiana, MORTGAGE and WARRANT to PEOPLES FEDERAL SAVINGS AND LOAN ASSOCIATION (herein called "Association"), a corporation under the laws of the United States, with its principal office located in East Chicago, Lake County, Indiana, the following described real estate:

The South 100.0 feet of Lot Three (3), except the North 30.0 feet of the West 158.0 feet thereof, Section 2, Unit A, Wirtz Crown Heights Addition to Lake County, Indiana, as marked and laid down on the recorded plat thereof in the Office of the Recorder of Lake County, Indiana.



STATE OF INDIANA, S NO  
LAKE COUNTY  
FILED FOR RECORD  
JAN 25 11 33 AM '70  
ANDREW J. HIGENKO  
RECORDER

together with all buildings, improvements, and appurtenances now or hereafter erected thereon or placed therein, including all fixtures and appliances now or hereafter attached or used in connection therewith, and also together with all easements, and the rents, issues and profits of said premises, to secure:

(A) The payment of a Note executed by the Mortgagors to the order of the Association of even date herewith in the principal sum of One hundred ten thousand and 00/100 Dollars (\$110,000.00) payable on or before 8-31-88 (18) years after date, with interest at the rate of eight (8) per cent per annum, said principal and interest being payable in monthly installments of Nine hundred sixty two Dollars (\$ 962.50) at the office of the Association at 7915 Tait Street, Merrillville, Indiana, commencing on September 1, 1970, and continuing thereafter until said principal and interest is paid in full in accordance with said note, all without relief from valuation and appraisal laws and with attorney's fees.

(B) Any sums paid by the Association to protect its security as herein provided, and also such additional sums which the Association may loan to the Mortgagor(s) or his or their successors in title, but at no time shall the total sum secured hereby exceed the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), excluding, however, from said total amount any sums advanced under Clause 5 hereof, attorneys' fees, and court costs.

Mortgagor(s) shall have the privilege to prepay all or any part of the principal sum of the note secured by this mortgage; provided, however, that if within 5 years from the date hereof the aggregate amount of such prepayments in any twelve-month period exceed twenty per cent (20%) of the original principal sum of the note secured hereby, the Association shall have the right to charge a sum equal to Ninety (90) days' advance interest on the amount so prepaid.

Mortgagor(s) hereby covenant and agree with the Association as follows:

- (1) To pay all sums hereby secured.
- (2) To pay all taxes and assessments levied or assessed against said property and to keep all insurable property covered hereby insured against loss and damage by fire, windstorm and other hazards, with such insurers and in such amounts as shall be approved by the Association and with the proceeds of loss payable to the Association as its interest may appear. All policies of insurance shall be delivered to and held by the Association.
- (3) To pay, in the event Association requires, a pro-rated monthly amount for taxes and hazard insurance premiums, such monthly amounts to be in addition to the regular monthly payments of principal and interest herein provided.
- (4) Mortgagor(s) will maintain the property in its present condition of repair, will not commit or suffer waste thereof, and use said property only for lawful purposes.
- (5) In the event Mortgagor(s) fail to pay any lien or encumbrance, or said taxes, or assessments levied against the mortgaged property, or pay said premiums of insurance, or keep said promises in repair, the Association may pay said liens, taxes, assessments or premiums, or make repairs and all sums so paid shall become a part of the indebtedness secured hereby and shall become due and payable at the option of the Association, without notice or demand, the same being expressly waived by Mortgagor(s). The Association may secure such evidence of title as it deems necessary and the cost thereof shall become a part of the indebtedness secured hereby.
- (6) In the event that Mortgagor(s) shall sell and convey the real estate described in this mortgage, the indebtedness secured hereby shall, at the option of the Association, become immediately due and payable, it being the intention of the parties that the real estate shall not be sold subject to this mortgage except at the option of the Association as aforesaid.
- (7) Upon default by Mortgagor(s) in the performance of any of the terms, covenants or agreements of the promissory note secured by this mortgage, or in any of the covenants or agreements of this mortgage, or in the payment of the monthly instalments payable under the terms of said note, and such default continues for a period of sixty (60) days, or if Mortgagor(s) shall abandon said property, then and in either of said events, the whole of the indebtedness secured hereby shall become and be immediately due and payable at the option of the Association, without notice or demand, the same being expressly waived by Mortgagor(s), and this mortgage may be foreclosed. In such event Association shall have the right to have a receiver appointed for said real estate to collect the rents, issues and profits during the period of redemption provided for by law. No delay by the Association in exercising any of its rights hereunder shall operate as waiver thereof or shall preclude it from the exercise thereof during the continuance of any default or breach of covenant.

SIGNED AND DELIVERED by Mortgagor(s) on December 2, 1969

Peter E. Rottier  
Peter E. Rottier

(SEAL)

Edythe M. Rottier  
Edythe M. Rottier

(SEAL)

(SEAL)

(SEAL)

48754

COUNTY OF LAKE }  
STATE OF INDIANA } ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of December, 1969, personally appeared PETER E. ROTTIER AND EDYTHE M. ROTTIER, husband and wife--

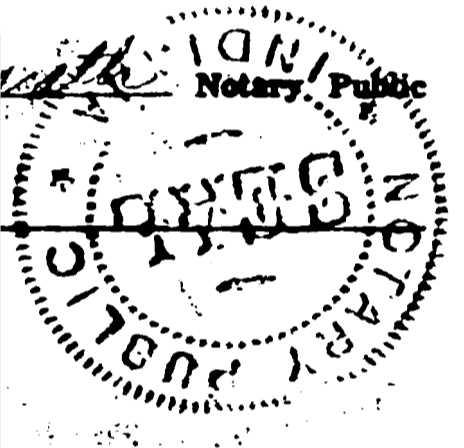
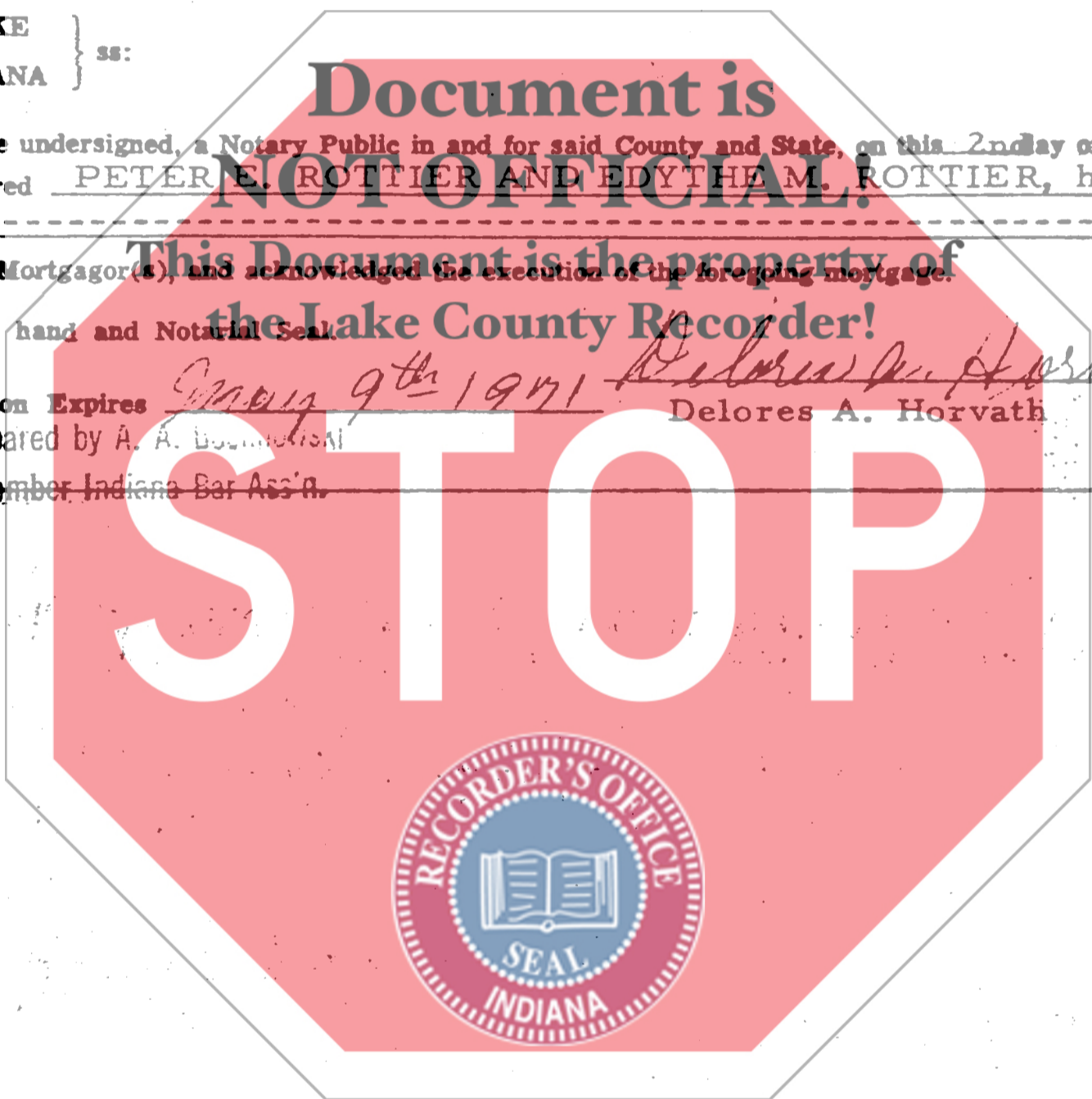
the above named Mortgagor(s), and acknowledged the execution of the foregoing mortgage.

WITNESS my hand and Notarial Seal

My Commission Expires May 9th 1971 Delores A. Horvath Notary Public

Prepared by A. A. [unclear]

Prepared by Member Indiana Bar Ass'n.



Loan No. \_\_\_\_\_

When Recorded Return to  
PEOPLES FEDERAL  
SAVINGS and LOAN ASSOCIATION  
East Chicago, Indiana

REAL ESTATE MORTGAGE

TO

PEOPLES FEDERAL  
SAVINGS and LOAN ASSOCIATION  
East Chicago, Indiana

RECEIVED FOR RECORD

The \_\_\_\_\_ day of \_\_\_\_\_

A.D. 19\_\_\_\_ o'clock \_\_\_\_\_ M.

and recorded in Mortgage Record

Page \_\_\_\_\_  
Recorder Lake County, Ind.

Amt. Mortgage \_\_\_\_\_

*Handwritten signature/initials*