

FOR FILE SEE DOC # 121198  
49097

2/17/70

PIONEER NATL TITLE INS. CO.

Comm. 1 B

# REAL ESTATE MORTGAGE

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THIS INDENTURE WITNESSETH THAT Edward Lipka and Martha M. Lipka,  
and wife

of Lake County and State of Indiana

to THE COMMERCIAL BANK,  
in Crown Point, Indiana,

the following described REAL ESTATE, situated in Lake County, Indiana,

to-wit:

Parcel 1: Lots 148 and 149 in Cedar Point Park in Cedar Lake as per plat thereof recorded in Plat Book 15 page 5 in the Office of the Recorder of Lake County, Indiana.

Parcel 2: Lot 14 in Block 1 in Woodland Shores Addition to Cedar Lake as per plat thereof recorded in Plat Book 27 page 95 in the Office of the Recorder of Lake County, Indiana.



STATE OF INDIANA  
LAKE COUNTY  
FILED

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ANDREW J. [unclear]  
RECORDER

TO SECURE THE PAYMENT OF, as the same shall become due and payable, one promissory note bearing even date herewith, as follows:

Executed by Edward Lipka and Martha M. Lipka, husband and wife, to The Commercial Bank, Crown Point, Indiana, dated February 11, 1970, in the sum of Four Thousand Five Hundred and no/100 (\$4,500.00) Dollars, to be due and payable on or before five years from date. Interest as shown on note. Monthly payments to be \$91.25 which amount includes interest on the unpaid balance.

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each and all of said ~~note~~ <sup>note</sup> bearing interest at the rate of ~~see note~~ <sup>see note</sup> per cent per annum, payable ~~monthly~~ <sup>monthly</sup> without relief from valuation and appraisal laws, with attorney fees, and being payable at the said, THE COMMERCIAL BANK

The mortgagor further agrees that if default be made in the payment of any of the sums of money secured by the lien of this ~~mortgage as herein stipulated~~ <sup>mortgage as herein stipulated</sup> or any interest thereupon as herein agreed, the said mortgagee or the holder or holders of any of the ~~note~~ <sup>note</sup> above secured, the whole amount of this mortgage and all interest on the ~~note~~ <sup>note</sup> herein described, shall become due and payable without notice to the mortgagor.

And the mortgagee or beneficiaries therein, upon starting foreclosure proceedings to foreclose this mortgage, shall have the right to the immediate possession of the premises above described, with all appurtenances thereunto belonging and the income, rents and profits of said premises from the time of such default until the expiration of the year of redemption unless said premises are redeemed prior to the expiration of such year of redemption.

In case of foreclosure of this mortgage, said mortgagee or any beneficiary thereunder shall also have the right, upon filing suit, to have a receiver appointed at once when the suit is commenced, to take possession of the real estate so mortgaged, and to rent the same and to collect and apply the income, rents and profits to any disbursements that will best conserve the interests of said mortgagee or beneficiary thereunder, and said income, rents and profits may be used for the payment of taxes, insurance, and expense of keeping the property in good repair and condition until the year of the equity of redemption expires, and any balance remaining shall go to apply on the interest on the indebtedness or sums hereby secured, and for interest at 8 per cent per annum during the year of redemption if the property sold is not redeemed within the time provided by law for redemption.

Said mortgagor hereby agrees : To keep said mortgaged premises in good repair; to neither commit nor suffer waste of said premises; to keep the buildings now on, or that may hereafter be erected, on said real estate, insured against loss by fire, lightning, tornadoes and wind storms, in insurance companies to be selected by said mortgagee, to an amount of not less than the full insurable value thereof; said insurance to be maintained so long as this mortgage shall be in force, to have a mortgage clause in favor of the within mortgagee attached to each of said insurance policies, and to deliver said insurance policies to said mortgagee to be held by the said mortgagee as so much additional collateral security; and to pay all taxes and assessments which may accrue on said real estate before the same shall become delinquent. Upon failure on the part of said mortgagor to provide and furnish said insurance or to deliver the said policies of insurance to said mortgagee, or to pay the said taxes or assessments as aforesaid, the said mortgagor hereby expressly authorizes the said mortgagee to procure such insurance and to pay such taxes and assessments, and hereby agrees that the money advanced for such purpose shall become a part of the debt hereby secured and shall draw a like interest.

The said mortgagor further agrees that the said mortgagee may pay any senior liens or encumbrances against the said real estate; that the money advanced for such purposes shall become a part of the debt hereby secured and shall draw a like interest; and that upon the payment of any such senior lien or encumbrance the said mortgagee may, at its option, without notice to said mortgagor, at once foreclose this mortgage.

The mortgagor furthermore agrees that upon default of any of the conditions of this mortgage, or if any part of the debt secured by this mortgage, principal or interest, shall become due and remain unpaid for ten (10) days at any time, the whole sum secured by this mortgage shall be, without notice to the mortgagor, at once due and payable, and its collection may be enforced at the option of the mortgagee either by suit on the note or notes secured by this mortgage, or by the foreclosure of this mortgage. The mortgagor further agrees that any notice which might be required, by and under the terms hereof, is hereby expressly waived by and on the part of the mortgagor herein.

It is further agreed generally that said mortgagee may, at its election, advance and pay any sum of money that in its judgment may be necessary to perfect the title of said mortgaged premises in said mortgagor, or to preserve the security intended to be given by this mortgage, and any and all sums of money so advanced and paid shall be, and they are hereby made, a part of the mortgage debt herein, and shall draw a like interest, including cost of abstracts of title to said mortgaged property.

No sale of the premises hereby mortgaged and no forbearance on the part of the mortgagee or its assigns and no extension of the time for the payment of the debt hereby secured given by the mortgagee or its assigns shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein either in whole or in part.

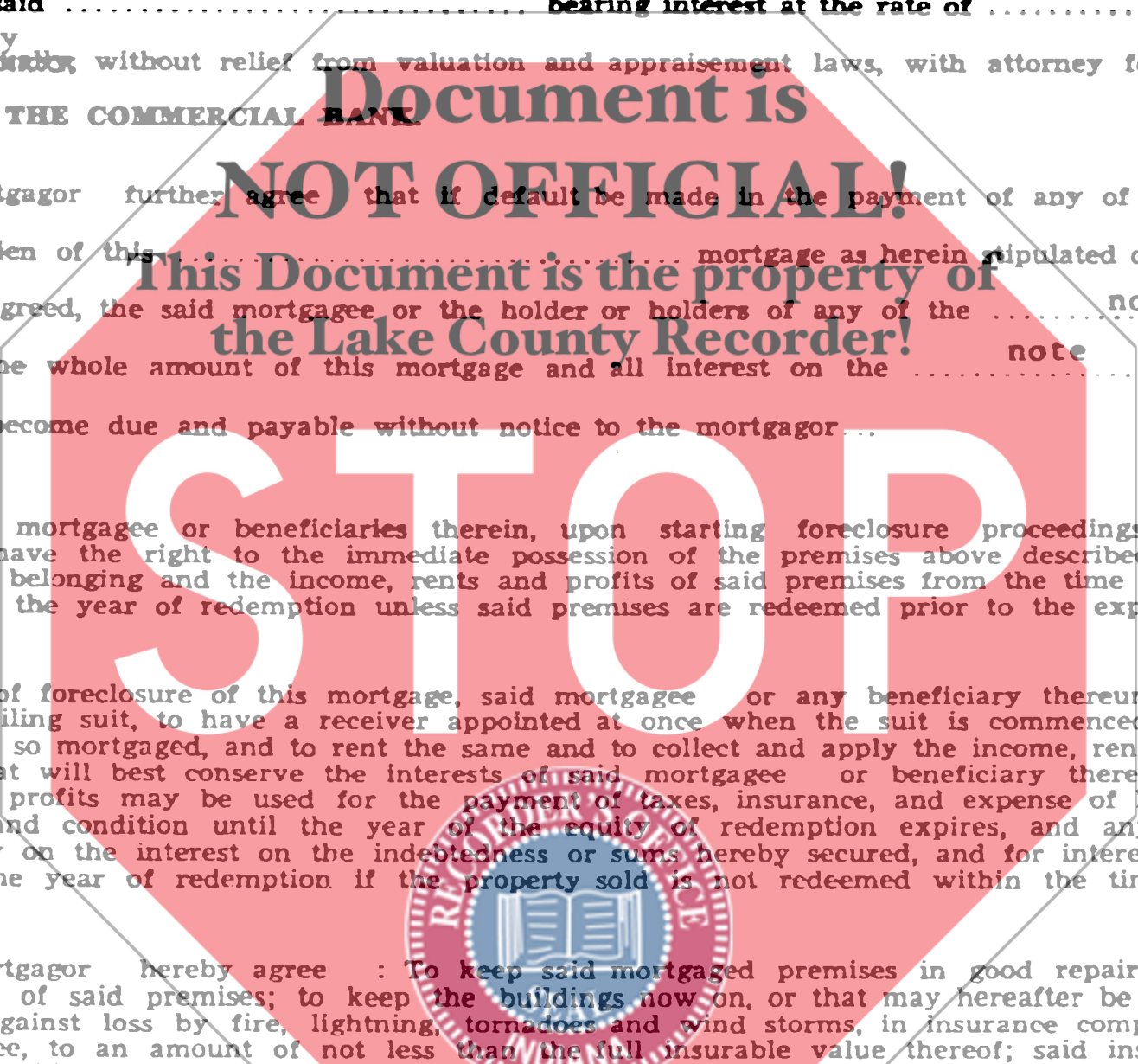
That any person, firm or corporation taking a junior mortgage, or other lien, upon said real estate, shall take the said lien subject to the rights of the mortgagee herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of said junior lien and without the lien of this mortgage losing its priority over any such junior lien.

That in the event the property pledged by this instrument is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness evidenced and secured by this instrument the mortgagee will be entitled to a deficiency judgment.

The mortgagor agrees that upon his failure to comply with each and every provision, condition, stipulation and agreement, at the time and in the manner provided herein, the mortgagee may at its own option declare the whole or any part of the debt secured hereby due and collectible, notwithstanding anything written herein, or in the note secured hereby, to the contrary; that upon any such default said mortgagee shall be entitled to enter upon and take possession of said mortgaged premises, and to collect the rents, issues, and profits thereof, and apply the same on the debt hereby secured, and at its election, it shall thereupon be entitled to have a receiver appointed to collect the rents, issues and profits arising from said mortgaged premises.

It is agreed in advance of the final execution of this mortgage that the mortgagee, its successors and assigns, or its agents, shall have the right to enter such mortgaged premises at all reasonable times for the purpose of inspecting the same, as well as for all other lawful purposes, and in no instance to be deemed a trespasser.

It is specifically agreed that time is the essence of this contract and that the waiver of any option, or obligation secured hereby, shall not at any time thereafter be held to be an abandonment of such rights. Notice of the exercise of any option granted to the mortgagee herein, or in the note secured hereby, is not required to be given.



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This mortgage is also given to secure the payment of any renewals or extensions of any or all of the notes secured hereby, whether in whole or in part, as well as any and all other obligations and/or liabilities of the mortgagors, or either of them, (including obligations of any and all future owners of the real estate described who might purchase said real estate during the existence of this mortgage) held by the mortgagee whether heretofore or hereafter contracted, and whether contingent or otherwise, whether direct or indirect, up to and not exceeding in the additional principal sum of

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DOLLARS.

The mortgagor herein expressly agrees to pay the sums of money above secured and mortgagee's collection charge and attorney's fees, without relief from valuation or appraisement laws.

It is understood and agreed by and between the parties hereto that the term 'mortgagor' herein means 'mortgagors', if there are more than one.

All of the provisions contained in this mortgage shall bind the heirs, devisees, administrators and executors of the mortgagor.

IN WITNESS WHEREOF, The said mortgagors have hereunto set their hands and seals this 11th day of February, 1970.

STOP

*Edward Lipka*  
(Edward Lipka)



*Martha M. Lipka*  
(Martha M. Lipka)

STATE OF INDIANA )  
COUNTY OF LAKE ) SS:

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, this 11th day of February, 1970.

Edward Lipka and Martha M. Lipka, husband and wife

and acknowledge the execution of the above and foregoing Real Estate Mortgage.

WITNESS, my hand and official seal

*[Signature]*  
Notary Public

My commission expires: