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LAWYER'S TITLE INSURANCE CORPORATION
209 S. MAIN STREET
CROWN POINT, IND. 46307

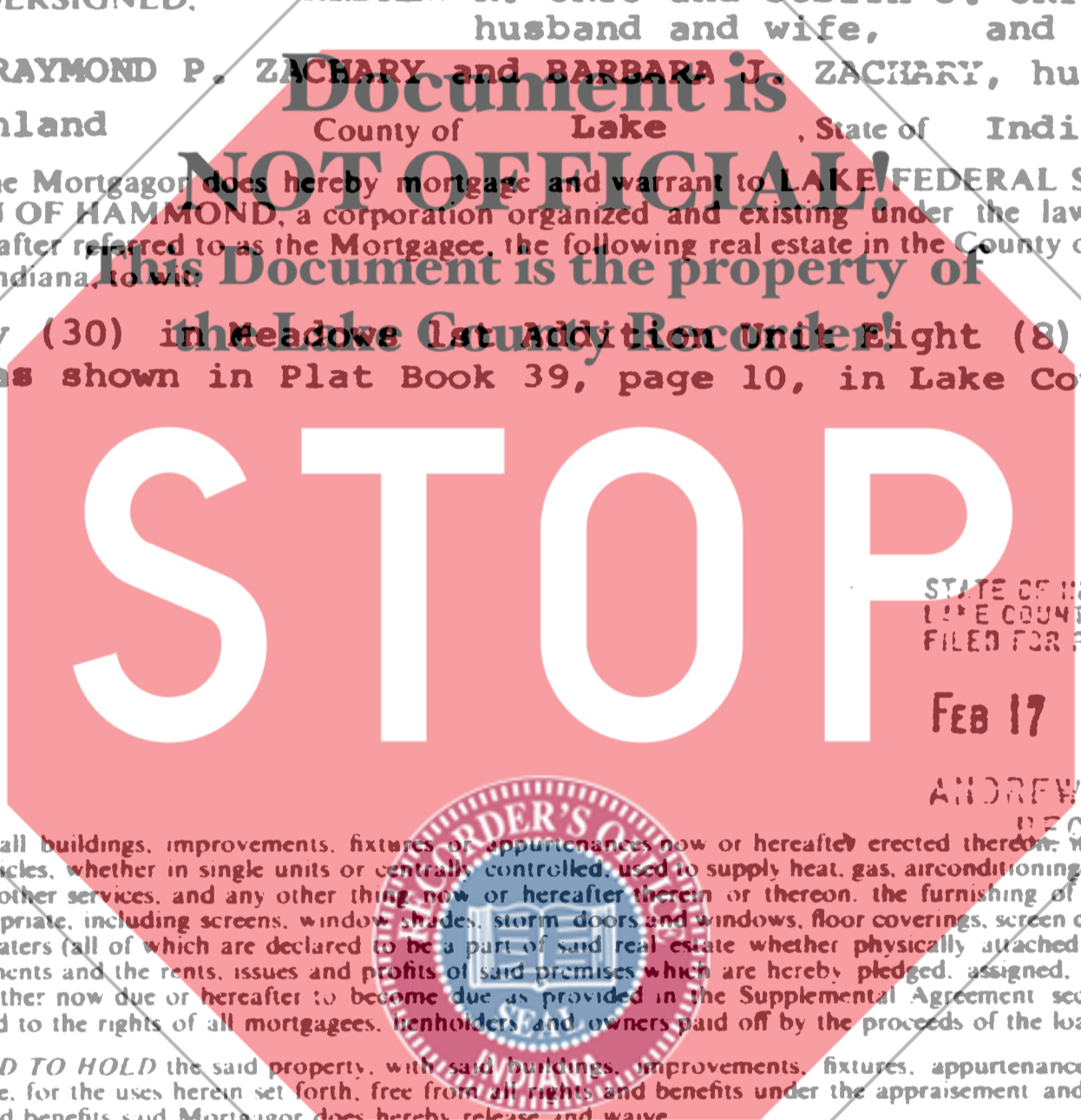
Loan No. 8,004
49119

Mortgage

THE UNDERSIGNED, **ANDREW R. ORTO and JUDITH J. ORTO,**
husband and wife, and
RAYMOND P. ZACHARY and BARBARA J. ZACHARY, husband and wife
of **Highland** County of **Lake**, State of **Indiana**, hereinafter

referred to as the Mortgagor does hereby mortgage and warrant to **LAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAMMOND**, a corporation organized and existing under the laws of 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:

Lot Thirty (30) in the meadow lot Addition Eight (8), in the Town of Highland as shown in Plat Book 39, page 10, in Lake County, Indiana.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
FEB 17 11 13 AM '70

ANDREW J. MIGNERO
RECORDED

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, airconditioning, 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 appraisement 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 order of the Mortgagee bearing even date herewith in the principal sum of **SEVENTEEN THOUSAND and No/100----- Dollars (\$ 17,000.00)**, which note, together with interest thereon as therein provided, is payable ~~monthly~~ **semi-annually**

~~on~~ commencing the **15th** day of **MAY**, 1970, which payments are to be applied, first, to interest, **except that one year (1) after date hereof, or upon demand, the entire indebtedness shall be due and payable in full.**

(2) any advance 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 **SEVENTEEN THOUSAND and No/100----- Dollars (\$ 17,000.00)**, 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.

It is further agreed by the parties thereto, that this mortgage cannot be assumed by any other individual, corporation, or other entity without the written consent of the mortgagee herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this **13th** day of **FEBRUARY**, A.D. 1970

Andrew R. Orto (SEAL) *Raymond P. Zachary* (SEAL)
Andrew R. Orto Raymond P. Zachary
Judith J. Orto (SEAL) *Barbara J. Zachary* (SEAL)
Judith J. Orto Barbara J. Zachary
STATE OF INDIANA, SS
COUNTY OF LAKE

Before me, the undersigned, a Notary Public, in and for said County and State, this day personally appeared **ANDREW R. ORTO and JUDITH J. ORTO, husband and wife, and RAYMOND P. ZACHARY and BARBARA J. ZACHARY, husband and wife** to me well known to be the person named in and who executed the foregoing mortgage, and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and notarial seal this **13th** day of **FEBRUARY, 1970**

(Notarial Seal) *Phyllis Jean Demko*
Phyllis Jean Demko Notary Public
My commission expires **May 3, 1971**

This instrument prepared by: **Ray P. Liesenfelt, Secretary-Treasurer**