

49189

FOR REL. SEE DOC #

288283

Loan No. 9235

Mortgage

2048 Kennedy Avenue Hammond, Indiana 46323

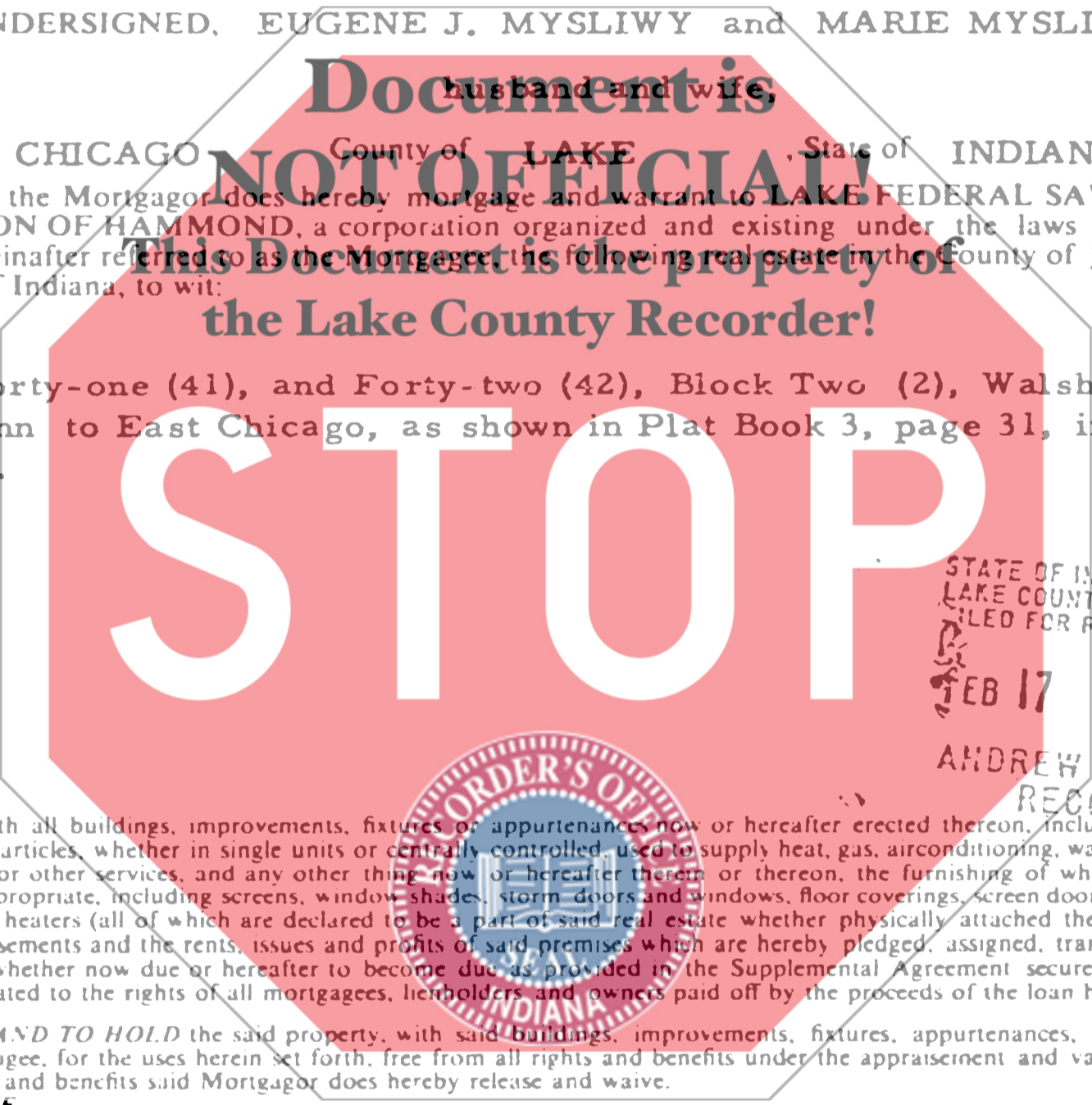
LAKE COUNTY TITLE COMPANY

THE UNDERSIGNED, EUGENE J. MYSLIWY and MARIE MYSLIWY,

husband and wife,

of EAST CHICAGO, 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:

Lots Forty-one (41), and Forty-two (42), Block Two (2), Walsh's Second Addition to East Chicago, as shown in Plat Book 3, page 31, in Lake County, Indiana.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
FEB 17 2 11 PM '70
ANDREW J. HICENKO
RECORDER

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, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon 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 appraisal 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 ONE-THOUSAND AND NO/100----- Dollars (\$ 1,000.00), which note, together with interest thereon as therein provided, is payable ~~monthly~~ **annually,** within five (5) years, with interest payable semi-~~annually~~ **annually,** commencing the 15th day of AUGUST, 19 70, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid 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 ONE-THOUSAND AND NO/100----- Dollars (\$ 1,000.00), 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. 19 70.

(SEAL) Eugene J. Mysliwy (SEAL)
EUGENE J. MYSLIWY
(SEAL) Marie Mysliwy (SEAL)
MARIE MYSLIWY

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 EUGENE J. MYSLIWY AND MARIE MYSLIWY, 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.

(Notary Seal) Phyllis Jean Demko, Notary Public

This instrument prepared by: Ray P. Liesenfelt, Secretary-Treasurer
My commission expires May 3, 1971.