

FOR ASMT. SEE DOC # 267345  
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49821

Pechter Bros. ✓  
634 Washington St.  
Gary, Ind. 46402

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 16th day of January, 1970.

WITNESSETH: That McCALVIN WISE and EMMA WISE, husband and wife

of Gary, Lake County,

Indiana, Mortgage and Warranty to ESSENELL BUILDERS, INC., an

Indiana corporation of Lake County, Indiana

the following described real estate, to-wit:

Lot Seventeen (17), Kriewitz's Addition to Gary as shown in Plat Book 10, page 14 in the office of the Recorder of Lake County, Indiana

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water or power, and all other fixtures in, or that may be placed in any building now or hereafter standing on said land, and also all of the estate, right, title and interest of said

McCALVIN WISE and EMMA WISE, husband and wife in and to said premises.

This mortgage is given to secure the payment of any indebtedness of the said

McCALVIN WISE and EMMA WISE, husband and wife to

ESSENELL BUILDERS, INC, an Indiana corporation

in the sum of

FIVE THOUSAND ONE HUNDRED AND NO/100-----(\$5,100.00)-----

Dollars being further secured and evidenced by one principal promissory note of even date herewith in the principal sum of

FIVE THOUSAND ONE HUNDRED AND NO/100-----(\$5,100.00)-----

Dollars with interest ~~XXXXXXXXXXXXXXXXXXXX~~ at the rate of eight per cent (8%) per annum ~~XXXXXXXXXXXX~~, in the following manner, to-wit:

\$ 61.88 on the 1st day of March, 1970, including interest on the unpaid balance, and \$ 61.88 including interest on the unpaid balance on the 1st day of each succeeding month thereafter until said indebtedness and note shall be paid in full.

This mortgage is also given to secure any renewal or renewals, extension or extensions of the whole or any part of the indebtedness secured hereby and any additional loans or advances made by the mortgagee to the mortgagors. Mortgagors are to have the privilege of paying the said indebtedness in full at any time prior to the maturity thereof, with interest for a period of not to exceed three months beyond the date of such payment.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
FEB 24 9 39 AM '70  
ANDREW J. HIGENKO  
RECORDER

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Said Mortgagors hereby further agree; To keep said mortgaged premises in good repair, to neither commit nor suffer waste on said premises; to keep the buildings now on, or that may hereafter be erected on said real estate, insured against loss by fire, lightning, tornado and wind storms, in insurance companies to be selected by said mortgagee, in the amount not less than

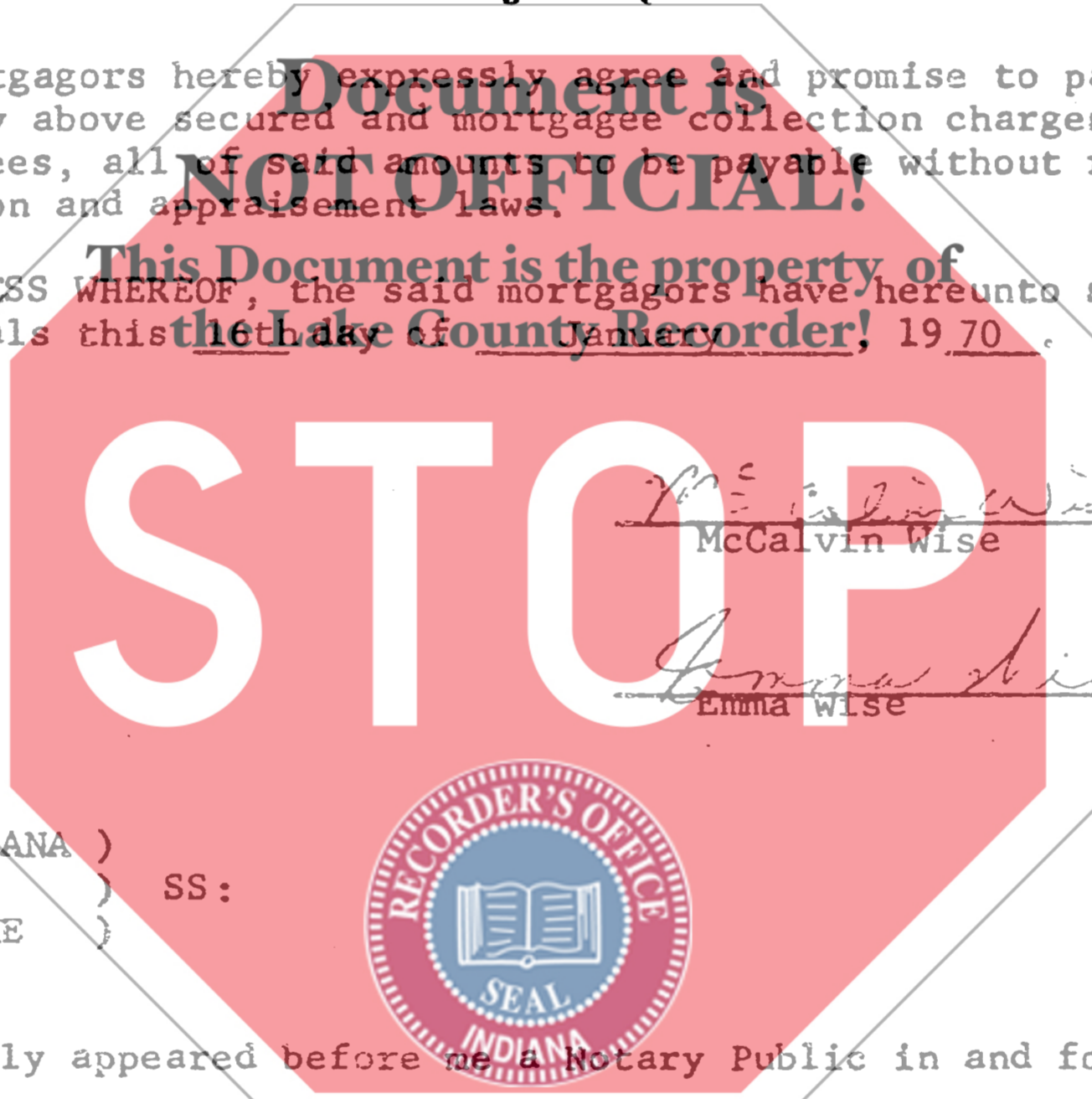
Dollars, said insurance to be maintained so long as this mortgage shall be in force; to have a mortgage clause in favor of the mortgagee attached to each of said insurance policies and to deliver said insurance policies to said mortgagee to be held by the mortgagee as so much additional collateral security; and to pay all taxes and assessments which may accrue on said real estate, up to and including the period of redemption, before the same shall become delinquent. Upon failure on the part of said mortgagors to provide and furnish said insurance or to deliver the said policies of insurance to the said mortgagee, or to pay the said taxes and special assessments, aforesaid, the said mortgagors hereby expressly authorize the said mortgagee to procure such insurance and to pay such taxes and assessments, and hereby agree that the money advanced for such purpose shall be and become a part of the debt hereby secured and shall draw a like interest. The said mortgagors agree that the said mortgagee or his assigns may pay any senior liens or encumbrances against the said real estate; that the money advanced for such purpose shall become a part of the debt hereby secured and draw a like interest, payable upon notice. The mortgagors furthermore agree 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 sixty (60) days at any time, the whole sum secured by this mortgage, principal and interest, at the option of the mortgagee or his assigns, shall be without notice to the mortgagors, at once due and payable and its collection may be enforced at the option of the mortgagee or his assigns, either by suit on the note evidencing the debt secured by this mortgage or by foreclosure of this mortgage, or by both; that upon instituting foreclosure proceedings, mortgagee or his assigns may secure a complete abstract of title to said real estate, and that the expenses and costs incident thereto shall be included in this mortgage and considered as an additional part of the debt hereby secured. Upon such default occurring, and upon the institution of foreclosure proceedings by the mortgagee or his assigns, mortgagors hereby agree that as a further security for the indebtedness secured by this mortgage, the mortgagee or his assigns shall have immediate possession of the mortgaged premises, including the rents and profits arising therefrom, from and after such default and foreclosure proceedings.

The mortgagors further agree that any notice which might be required by and under the terms hereof is hereby expressly waived by and on the part of the mortgagors herein. It is further agreed generally that said mortgagee or his assigns may, at their election, advance and pay any sum of money that in their judgment may be necessary to perfect the title of said mortgaged premises in said mortgagors to preserve the security intended to be given by this mortgage, and any and all sums of money so advanced and expended shall be, and they are hereby made, a part of the mortgage debt secured hereby and shall draw a like interest. It is further agreed that the said indebtedness after maturity shall bear interest at the rate of eight per cent (8%) per annum.

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The mortgagors hereby expressly agree and promise to pay the sums of money above secured and mortgagee collection charges and attorney's fees, all of said amounts to be payable without relief from valuation and appraisal laws.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seals this 16th day of January, 1970.



*McCalvin Wise*  
McCalvin Wise  
*Emma Wise*  
Emma Wise

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Personally appeared before me a Notary Public in and for said County and State, this 16th day of January, 1970, McCALVIN WISE and EMMA WISE, husband and wife

and acknowledged to me that the execution of the above and foregoing mortgage was done as their voluntary act and deed.

*Linda L. Shourek*  
Notary Public

My commission expires: LINDA L. SHOUREK, Notary Public  
My Commission Expires Jan. 20, 1973



THIS INSTRUMENT PREPARED BY  
SIDNEY L. PACHTER  
634 WASHINGTON STREET  
GARY, INDIANA 46402