

VReal Estate Mortgage

THIS INDENTURE WITNESSETH: That ERNEST B. SCIACERO AND MARY SCIACERO, husband and wife,

of the city of Hammond OT Occurry of Clake , State of Indiana MORTGAGE AND WARRANT TO ALVIN HARTIN and MARY HARTIN, husband and wife, as joint tenants with Tight of Schwiversbis, the property of

of the City of Gary the City of Hammond , County of Lake , State of Indiana , to-wit:

The North 6 feet of Lot Seventy-two (72), all of Lot Seventy-three (73), and all of Lot Seventy-four (74), in Stafford and Trankle's 8th Addition to Hammond, as shown in Plat Book 9, page 8, in the Recorder's Office of Lake County, Indiana.

with all rights, privileges and appurtenances thereto belonging; all buildings and improvements now or hereafter placed or erected thereon; all rents, issues and profits thereof; and all plumbing, beating, and lighting fixtures and all equipment now or hereafter attached to or connected with said premises.

THIS MORTGAGE IS GIVEN TO SECURE the payment of an indebtedness owing to mortgagee as evidenced by one promissory notes, the terms of which are incorporated herein by reference, executed by the mortgagor s

bearing even date herewith, in the aggregate sum of One Thousand Two Hundred and no/100 --- DOLLARS, for the following amounts and due as follows:

The full amount of One Thousand Two Hundred FBd 100/1002 PH 70 (\$1,200.00) Dollars to be paid in full on or about ALDAE ALDAE

## THE MORTGAGOR FURTHER REPRESENTS AND COVENANTS AS FOLLOWS:

and the state of the property of the party o

That he is the owner in fee simple of the hereinbefore described real estate, buildings, improvements, appurtenances, rents, profits, fixtures and equipment mortgaged hereby and that this mortgage is a first lien thereon, subject only to the following:

## None

That he will pay all notes, obligations, liabilities and indebtedness secured hereby and all sums payable hereunder promptly when and where the same become due, with reasonable attorney fees and without relief from valuation and appraisement laws; that he will pay when the same fall due all prior and subsequent encumbrances and liens on said mortgaged premises or any part thereof and will procure at his own expense for mortgages all instruments and expend any money which the mortgaged may at any time deem necessary to perfect the mortgagor's title or to preserve the security intended to be given by this mortgage; that he will keep the buildings and improvements on said real estate insured against fire, tornado, lightning, windstorm, cyclone, plate glass damage, and against all such other hazards as the mortgagee shall at any time demand, in a company or companies designated by the mortgage in a sum equal to the full amount of their insurable value, with a mortgage clause in favor of mortgagee, and immediately deliver, such insurance policies to the mortgagee's option, to the unpaid indebtedness or to the repair and rebuilding of said premises; that he will keep all buildings, fences, and all of said mortgaged premises in good repair and properly painted; that he will keep all buildings, fences, and assessments (general or special), and other impositions levied against or which may be levied against or become a lien upon said real estate, or which may be levied against mortgage or payable because of, upon, or in connection with this mortgage or the indebtedness of mortgagers secured hereby; that he will deliver herewith to the mortgage on a abstract of title or, at option of mortgagee, at title or mortgage guarantee policy to the mortgaged premises, to be held by the mortgage unit this mortgage is fully satisfied and released; that in the event mortgage is made a party to any suit or action, either legal or equitable, by reason of holding any of the notes or indebtedness secured hereby, the mortgage is fully sat

Upon default by the mortgager and shall be a part of the debt secured hereby.

Upon default by the mortgager in the performance of any of his covenants herein contained, all the notes, obligations, liabilities and indebtedness secured hereby and all sums payable hereunder shall, at the option of the mortgagee, become immediately due and payable, and the mortgagee may foreclose this mortgage or may pursue any and/or all other legal or equitable remedies afforded by this instrument and/or any and all other instruments and/or any provisions of law, and any such remedy or remedies as pursued by the mortgagee shall not be exclusive, but shall be cumulative, and the exercise of any remedy or right by the mortgagee shall not operate to bar or abridge the mortgagee's right to pursue any other remedy or remedies. Any delay or failure at any time by the mortgagee to enforce or require performance by the mortgage of any of the provisions of this mortgage shall in no way affect the right of the mortgagee to enforce the same, nor shall such delay or failure be construed as a waiver by the mortgagee of the right to enforce any of the provisions hereof without notice at any subsequent time, nor shall the waiver by the mortgagee of any preach of any provision the to be a waiver of any succeeding breach of any of the provisions hereof nor as a waiver of the provision itself. Upon default by the mortgage of all rents, issues and profits due and/or accruing from the mortgaged premises, and the mortgage shall be entitled to collect the same and to deduct therefrom its reasonable charges for such collection, and apply the balance, at mortgage's option, on unpaid taxes and assessments, repairs, and/or the indebtedness secured hereby. Upon commencement of an action to foreclose this mortgage, the mortgagee shall be entitled to have a receiver appointed without notice and irrespective of the value of the mortgaged premises or the solvency of the mortgaged premises and during any period allowed by law for redemption from any sale order

No sale, transfer, or assignment by the mortgagor of the premises hereby mortgaged or any part thereof and no forbcarance or delay on the part of the mortgagee or its assigns, and no renewal or extension of the time for the payment of any of the indebtedness hereby secured shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein either in whole or in part, and all notice of any renewal, extension, delay, failure or other forbearance is hereby expressly waived. In the event the property mortgaged by this instrument is sold under forclosure and the proceeds are insufficient to pay the total indebtedness secured by this instrument, the mortgagee shall be entitled to a deficiency judgment.

Any person, firm or corporation to whom said mortgaged premises or any part thereof shall be conveyed, transferred or assigned, or who shall acquire a mortgage, judgment or other lien thereon, subsequent to the date hereof, shall take such conveyance, mortgage, judgment or other lien, subject to the rights of the mortgagee herein to renew or extend the maturity of any of the indebtedness here-



in the control of the	The second secon
or any part of the indebtedness secured hereby be inc.  It is expressly understood and agreed that time consideration: that if this mortgage be executed by m	absequent grantee or lienholder, and is hereby expressly given notice that any sub- en of this mortgage and the rights of the mortgagee hereunder, whether the whole urred before or after the recordation or notice of such subsequent conveyance or lien. is of the essence hereof; that this mortgage is given by the mortgagor for valuable hore than one mortgagor, every covenant and agreement herein contained shall be not that no notice of the exercise of any option granted to the mortgagee in this or ven.
All the provisions hereof shall inure to the bene and when used in this mortgage or in the notes or oth	efit of and be enforceable by any and all assignees or transferees of the mortgagee; her evidences of the indebtedness secured hereby, if the context requires, the singuingular, and the use of any gender shall include all genders.
IN WITNESS WHEREOF, the mortgagors. ha.	vehercunto set their hand seals this. 24day of February 19. 7.0
NO <sub>1</sub>	COFFICIAL!
This Docu	iment is the property of
the Lal	ke County Recorded CERO
STATE OF INDIANA	
COUNTY OF LAKE	
Before me, the undersigned, a Notary Publi	ic in and for said County and State, this 24th day of
February 19.70 , came ERNES	ST B. SCIACERO and MARY SCIACERO, husband and wife,
<u> </u>	
and acknowledged the execution of the annexed i	TOFR'S
WITNESS MY HAND and Official Seal.	Rudolph m saia
My Commission Expires 2 - 3/-	Notary Publica
STATE OF	WOIANA HILITARIA
COUNTY OF	
On this day of	
for said County and State,	and , respectively
president and secreta	ary of
and acknowledged the execution of the annexed is	nortgage as such officers for and on behalf of said corporation.
WITNESS MY HAND and Official Seal.	
My Commission Expires	. Notary Public.

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