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PIONEER NAT'L TITLE BS. CO.

Wall Group  
6404 Lemay, Home

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REAL ESTATE MORTGAGE

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AMERICAN

THIS INDENTURE, made this 10th day of February, 1970, by and between ARTHUR D. BONNEAU and JULIETTA F. BONNEAU, husband and wife, (hereinafter called the "Mortgagor"), party of the first part, and ANNA SHARY, (hereinafter called the "Mortgagee"), party of the second part,

WITNESSETH:

THAT WHEREAS, in order to evidence a just indebtedness to the Mortgagee in the principal sum of \$31,173.20 money loaned by the Mortgagee, the Mortgagor executed and delivered one certain Mortgage Note bearing the date of 10th February, 1970, payable as therein provided, to the order of the Mortgagee in lawful money of the United States of America, with interest at the rate of 5 1/2% per annum on the unpaid balance, payable monthly as part of each payment, and attorney fees, all without relief from valuation and appraisal laws and with interest after maturity, until paid, at 8% per annum.

NOW, THEREFORE, the Mortgagor, in consideration of the money concurrently loaned as aforesaid and in order to secure the prompt payment of said principal note and to better insure the punctual and faithful performance of all and singular and the covenants and agreements herein undertaken to be performed by the Mortgagor, do hereby Mortgage and Warrant unto the Mortgagee, her successors and assigns, all and singular the real estate situated, lying and being in the County of Lake, State of Indiana, known and described as follows, to-wit:

The East 60 feet of that part of the East Half of the West Half of the East Half of the Northeast Quarter of Section 26, Township 36 North, Range 9 West of the 2nd P.M., lying North of Ridge Road (except the North 493.33 feet thereof), all in the Town of Griffith, Lake County, Indiana

together with all and singular the tenements, hereditaments, privileges and appurtenance thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; and, also all the right, title, interest and estate of the Mortgagor in and to said premises hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisal laws of the State of Indiana, and all right to retain possession of said premises after default in payment of the indebtedness hereby secured, or any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the Mortgagor expressly covenants and agrees with the Mortgagee as follows, to-wit:

1. That the Mortgagor will pay all of the said note and indebtedness herein mentioned according to the tenor and effect of said note, and will pay all sums of money hereby secured or intended to be secured, all with attorney's fees and without relief from valuation and appraisal laws.

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2. That the Mortgagor will keep the buildings, fences, fixtures, improvements and betterments now on said premises or that may hereafter be erected thereon, in as good condition as at the present time, and will neither commit nor permit waste on said premises, and will neither do nor permit to be done upon said premises anything that may tend to diminish the value thereof.

3. That the Mortgagor will pay, before the same become delinquent, all taxes, assessments and special assessments of every kind that may be levied upon said premises or any part thereof.

4. That the Mortgagor will keep all buildings that may be at any time on said premises during the continuance of said indebtedness insured against fire and windstorm, in such company or companies as may be satisfactory to the Mortgagee, and for such amount as the Mortgagee may from time to time direct, (the loss or damage to be made payable to the Mortgagee as her interest may appear), and forthwith upon issuance thereof will deposit such policies with the Mortgagee.

5. That in case the Mortgagor fails to pay any tax, assessment, or fails to keep the buildings, fences, and fixtures on said premises in good repair and insured as above provided, the Mortgagee may pay such taxes, assessments or special assessments, or may redeem said premises from sale for taxes, assessments or special assessments, make repairs or procure insurance, and may pay, remove or discharge any claim against said premises, and protect the title of this Mortgage thereon, and may employ attorneys at law to perform any service connected to this Mortgage, or to prosecute or defend any suit affecting or involving this Mortgage, or the title or possession of said premises, and that all monies paid for any such purpose and all monies laid out by the Mortgagee to protect the lien of this Mortgage and the security intended to be effected hereby, shall be immediately due and payable with interest thereon at the rate of six (6%) per cent per annum, and become so much additional indebtedness secured by this Mortgage, and the Mortgagor agrees to pay all sums so advanced with interest, without relief from valuation or appraisal laws; provided, however, that it shall not be obligatory upon the Mortgagee to advance money for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments, or tax sales (the receipts of the proper officers being conclusive evidence of the validity and amount thereof) or into the necessity of such repairs.

6. That if default be made in the performance of any of the covenants or agreements herein or in said note contained, on the part of the Mortgagor to be kept and performed, then the whole of said indebtedness secured hereby, including all payments for liens, taxes, assessments special assessments, insurance, attorney's fees, costs, charges or expenses, shall, at the election of the Mortgagee, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein to the contrary notwithstanding, and thereupon the Mortgagee shall have the right (either with or without process of law, using such force as may be necessary) to enter upon the premises and possess, hold and enjoy said property and to lease the same or any part thereof upon such terms as to her shall seem best, and to collect and receive all the rents, issues and profits thereof, and to make alterations, improvements and repairs, effect insurance, pay taxes, assessments and special assessments and to do all such other things as may be deemed necessary for the proper protection of the property; and the Mortgagee shall have the right to foreclose this Mortgage and shall have all other rights and remedies that the law provides, and sale under foreclosure decree shall be without relief from valuation and appraisal laws.

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7. That upon commencement of any foreclosure, or at any time hereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the Mortgagee, may appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits of said premises during the pendency of such foreclosure, and until the time to redeem the same from foreclosure sale shall expire, and out of rents, issues and profits, to make necessary repairs and to keep the premises in proper condition and repair, and to pay all taxes, assessments and special assessments and to redeem from sale for taxes, assessments and special assessments, to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this Mortgage and to pay the expenses of receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby and such receiver shall have all the other usual powers of receivers in such cases.

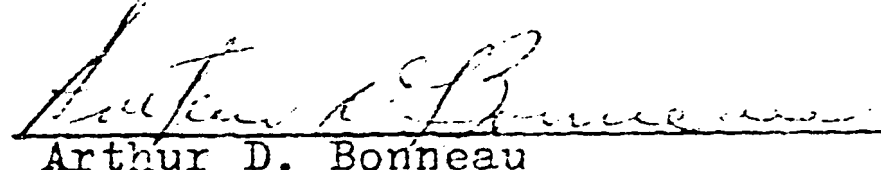
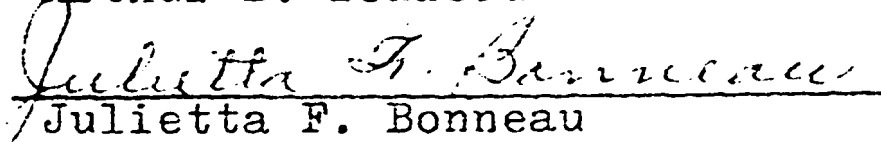
8. That in case suit be brought to foreclose this Mortgage, an adequate and reasonable sum shall be allowed to the Mortgagee in such proceedings for attorneys' fees and the costs of a complete abstract of title to said premises, which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.

9. That the Mortgagee, at her option, may extend the maturity of the note and indebtedness secured hereby, or any balance due thereon, from time to time, upon written agreement executed by the Mortgagor for such further periods, at such rate of interest and upon such conditions as may then be agreed upon, and no such extensions, and no forbearance or delay of the Mortgagee in enforcing any of the provisions of this indenture, shall operate to impair the lien hereof or waive any rights accrued or that might accrue hereunder.

10. That this indenture and the note secured hereby are made and executed under, and are, in all respects, to be construed by the laws of the State of Indiana, and that the various rights, powers, options, elections, appointments, and remedies herein contained shall be construed as cumulative, and no one of them as exclusive of any other or of any right or remedy allowed by law, and shall inure to the benefit of the successors and assigns of the Mortgagee and of all holders of said note.

11. That whenever the Mortgagor shall have fully paid the indebtedness hereby secured, with all the interest thereon, and up to that time, shall have well and truly performed all and singular the covenants and agreements herein undertaken to be performed, then all of such covenants and agreements shall cease and determine (but not otherwise) and the Mortgagor or the successors or assigns thereof, shall be entitled to a satisfaction of this Mortgage, but shall pay the expense of recording the same.

IN WITNESS WHEREOF, the Mortgagors, Arthur D. Bonneau and Julietta F. Bonneau, have executed this instrument under seal the day and year above written.

  
Arthur D. Bonneau  
  
Julietta F. Bonneau

