

FOR REF SEE DOC # 129757  
 53721

Avco Security Corp. 60-014-14036-15  
 1800 N. Meridian  
 Indianapolis, Ind. 46202

WHEREAS 53721 COUNTY OF Lake Date of this Mortgage Feb 2 19 70

Name of land contracts purchaser, spouse and/or co-purchaser Alfred ... Residence RR4 Cedar Lake Ind

bound jointly and severally, if this mortgage is signed by more than one individual, hereinafter called the mortgagor, is justly indebted to

Name of Contractor John ... Principal Office of Contractor ...

heirs, successors and assigns, hereinafter called the mortgagee.  
 in the SUM OF Twenty ... Dollars, (\$ 2000.00)

SAID SUM TO BE PAID AS FOLLOWS:	Number of installments	Amount of each installment	First installment due on	Payable thereafter monthly
	<u>60</u>	<u>\$ 33.33</u>	<u>April 15 1970</u>	on the <u>15</u> day of each month

all in accordance with a certain note made and delivered by the mortgagee and bearing even date herewith, and whereas the mortgagor desires to secure the prompt payment of said note;  
 NOW THEREFORE, in consideration of said indebtedness and better to secure prompt payment, the mortgagor by these presents does freely mortgage and warrant to the mortgagee, the following described premises in Indiana, and/or all of his interest in a land contract to purchase said premises, together with any interest which mortgage may subsequently acquire or obtain in said premises.

County	<u>Lake</u>	Village, Town or City	<u>Cedar Lake</u>	Street address	<u>RR#4</u>
Sublot No.		Subdivision name		Block	
				Range	
				Township	
as described in a land contract to sell said premises to					dated

and recorded in the recording office of the County where said premises is located, in Book # ... Page # ... Said description is incorporated herein by reference, together with all right, title and interest in and to the land lying in the streets, roads and streams adjacent to the premises.

North 105feet of the East 166 feet of the west 664feet of the Northwest 1/4 of section 34 north range 9 also known as Box 360 Grave St. Cedar Lake, Indiana.

TO HAVE AND TO HOLD the same to the said mortgagee, its successors and assigns, forever. Mortgagor agrees to: pay the indebtedness as hereinbefore provided without relief from valuation and appraisement laws; keep the buildings on the demised premises in good repair and insured against loss or damage by fire for the benefit of mortgagee; observe and perform all covenants, terms, and conditions of any prior mortgage and of the land contract mortgaged hereby; promptly pay when due all taxes, assessments, water rates, insurance premiums and installments of principal and interest on any prior mortgage; pay expenses incurred by mortgagee in any action in which it is necessary or appropriate to uphold the lien of this mortgage; and, in default in any such payment, mortgagee may pay the same and mortgagor shall repay to mortgagee the amounts so paid together with interest at eight per cent per year, said amounts to be added to the indebtedness secured by this mortgage. Mortgagor agrees not to remove or demolish any buildings on the premises covered by the land contract mortgaged hereby without mortgagee's consent. Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose this mortgage. Upon default by mortgagor in any of his obligations under the land contract mortgaged hereby, upon default in the payment of any of the installments heretofore specified on the due date thereof, or upon default in any of the other terms of this mortgage or the note secured hereby, or in the event of the assignment of the land contract mortgaged hereby, then the entire unpaid balance shall immediately become due and payable at the option of mortgagee, and in the event mortgagor does not immediately pay said unpaid balance in full, mortgagee is hereby authorized and empowered at its discretion to make good all of the obligations of mortgagor under the land contract mortgaged hereby and thereupon to require the vendor under the land contract to convey the premises as provided in the land contract to mortgagee under this mortgage. Mortgagor agrees that upon conveyance during the effectiveness of this mortgage to mortgagor, his heirs, successors, or assigns, of a deed to the property covered by the land contract mortgaged hereby, mortgagor, his heirs, successors, or assigns, this mortgagee will secure said property and furthermore will upon request execute a mortgage to said property in favor of mortgagee and upon terms consistent with the terms of this mortgage as security for the then unpaid balance hereunder.

Mortgagor warrants that it has full power under the terms of the land contract mortgaged hereby to enter this mortgage. The mortgagor(s) hereby authorize(s) the mortgagee/holder to complete and correct the property description and any other terms in accordance with the note which is secured hereby so that this document is a valid and subsisting mortgage and further agrees that the manual transfer of this mortgage to the mortgagee or his agent shall be a valid and adequate delivery of this mortgage.

That no waiver by mortgage of any breach of any provision by mortgagor herein shall be construed as a waiver of any subsequent breach of the same or any other provision herein.

The mortgagor hereby acknowledges that the indebtedness hereby secured was incurred in good faith for full value received, and that the mortgagor has no defenses, set-offs, or counterclaims thereto.

Now, if the mortgagor shall pay all sums due according to the tenor of said promissory note, and shall perform the conditions and covenants herein, then the within mortgage deed shall be void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the mortgagor, and each of them, has hereunto set his hand and seal the day and year first above written.

Signature [Signature] (Seal)  
 Printed [Name]

Signature [Signature] (Seal)  
 Printed [Name]

This instrument was prepared by  
[Signature]  
 Name

STATE OF INDIANA, COUNTY OF Lake SS:  
 On this 26 day of Feb 19 70

before me, a Notary Public in and for said county, personally appeared

to me known to be the same person... described in and who executed the foregoing instrument and then acknowledged the same to be... free act and deed.

Signature [Signature]  
 Printed [Name] Notary Public

My commission expires Jan 22, 1973

STATE OF INDIANA  
 FILED FOR RECORD  
 MAR 31 9 01 AM '70  
 ANDREW J. LINDENKO  
 RECORDER