

58233

and wife.

REAL ESTATE MORTGAGE

P.O. Box 666 Whiting, Ind. 46394

Backlund and Paula C. Facklund, Husband

Orchard

hereinafter referred to as Morfgag County, Indiana, mortgage and warrant

to LOCAL FINANCE LOAMS, This Decument is the property of

hereinafter referred to as Mortgages the following described real estate in 1. Lake County, Indiana, to-wit:

Part of the Northeast Justier of the Northwest warter of Section 15, Township 36 North, Range 9 West of the second principal Meridan, described as beginning at a point on the South line of said Northwest wusrter of the Northwest Tuarter 866.4 feet west of the Southeast corner thereof and running thence North parallel with and 866.4 feet west of the East line of said Northeast uarter of the North west Quarter 183 fest, Thence Past 120 fest thence South 183 fest to the South line of s id Northwest Juster of the Northwest Luster. Thence West 120 feet to the ploce of beginning excepting therefrom the South 33 feet dedicated to stre ts in Hammond, Lake County, Indiana, Re-corded in Flat back 1399, page 50 of the recorders office, in Lake county, Inlians.

> 11.7 13 15 on 17.7d 7 MOREW J. MOERKO

This mortgage is given to secure the payment of one promissory note from mortgagor to mortgagee dated , 19 70 , in the amount of \$ 6605.76 , payable in 48 monthly installments, the first installment due on June 6th, 19 70, with each installment being in the amount of \$ 137.62 with a final installment of being due on May 6th , 1974. \$137.62

And also to secure the payment of any renewal or renewals of the said indebtedness or extensions of its time or times of payment and to secure the payment of any additional loans or future advances made at mortgagee's option to mortgagor, principal to aggregate no more than Seven Thousand Five Hundred Dollars (\$7,500.00) at any one time.

TO HAVE AND TO HOLD with appurtenances thereunto belonging to mortgagee forever and mortgagor will forever warrant and defend the title to said premises unto mortgagee against all claims of all persons whomsoever, AND the mortgagor covenants with the mortgagee that: The mortgager will pay the indebtedness as hereinbefore provided including paying any deficiency hereunder; keep the buildings insured against loss or damage by fire for the benefit of the mortgagee; observe and perform all covenants, terms and conditions of any prior mortgage; promptly pay all taxes, assessments, water rates, insurance premiums, installments of principal and interest on any prior mortgage, and all court costs which are expended in court action in the enforcement of the terms of this mortgage or of any other instrument evidencing or securing the loan plus fees paid public officers for filing, recording and releasing this mortgage or any other instrument securing this loan, and in default in any payment the mortgages may pay the same and the mortgagor shall repay to the mortgages the amounts so paid together with interest at eight per cent; no buildings shall be removed or demolished without the consent of the mortgagee; the mortgagee shall be entitled to the appointment of a receiver in any action to foreclose; upon default being made in the payment of any of the installments heretofore specified on the due date hereof, or upon default in any of the other terms, covenants or conditions of this mortgage or of the note secured hereby, or in the event of sale or transfer of the premises by the murtgagor without the consent in writing of the mortgagee, or should any action or proceedings be filed in any court to enforce any lien on, claim against, or interest in the above described real estate, then the entire unpaid balance shall immediately become due and payable at the option of the mortgagee. Upon its conditions kept in full, this mortgage shall be void.

Each mortgagor and the respective spouse of each mortgagor waives dower, curtesy, homestead and other exemption rights. Mortgagor includes each such person executing this instrument if more than one, his heirs, successors and assigns, and mortgagee includes its successors, assigns and attorneys.

IN WITNESS WHEREOF, the mortgagor, and each of them, has hereunto set his hand and seal this $-1\,\mathrm{St}$ day of

(Seal) Foula C. Backlun (Seal) Paula C. Blacklund

STATE OF INDIANA, COUNTY OF Lake SS:

Before me, A Notary Public in and for said County personally appeared the above Eldon E. Escklund in a land of Said County personally appeared the above Eldon E. Escklund in a land of the Escklund in a land of the land of and acknowledged the execution of the foregoing Mortgage. Backlund, Husband and Wife

Witness my hand and Notarial Seal this 1St day of May, 1970

My Commission Expires: April 10th, 1971

THIS INSTRUMENT WAS PREPARED BY Charles E. Stroud