

FOR REL. SEE DOC # 58235

Michigan at Jefferson
South Bend, Ind. 46601

3 58235

REAL ESTATE MORTGAGE

Document is

THIS INDENTURE WITNESSETH: That
----- ROBERT W. AND DOROTHY M. COLE, husband and wife -----

of ----- Lake ----- County, in the State of Indiana, MORTGAGE AND WARRANT to
ST. JOSEPH BANK AND TRUST COMPANY, SOUTH BEND, INDIANA of St. Joseph County,
Indiana, the following described real estate, situated in ----- Lake ----- County and State
of Indiana, to-wit:

Lot 4 Block 3 Re-Subdivision of Jansen Oak Grove Addition to the town of Griffith
recorded in Plat Book 33, Page 42, Lake County, Indiana.

This mortgage is given by said Mortgagors to secure the payment of any and all
notes or other obligations of the Mortgagors or either of them to the Mortgagee,
and for the purpose of indemnifying the Mortgagee against any loss thereon,
whether such notes or obligations be direct or indirect, unconditional or
contingent, due or to become due, now existing or hereafter contracted, and/or
renewals or extensions of part or all of any of the same in whole or in part,
together with interest and attorney's fees, and under such other terms and
conditions as may be provided in any of said notes or obligations. It is
understood that the principal amount initially secured hereby is in the sum of
\$9,000.00.

This mortgage is also given to the Mortgagee to indemnify and save and hold it
harmless from any and all loss or expense which it might sustain or incur by
reason of any default on any loan made by it to the Mortgagors or either of them,
or to anyone for whom the Mortgagors or either of them may serve as surety,
guarantor, co-maker, or supplier of collateral security in any form, whether any
such loan has heretofore or is hereafter to be made or contracted, and regardless
of the nature of the indebtedness involved, or whether it may be wholly or partially
secured by other security, the Mortgagee not being required to exhaust or proceed
upon other security before proceeding hereunder.

STATE OF INDIANA
FILED FOR RECORD

MAY 13 10 00 AM '70

ANDREW J. NIGENKO
RECORDER

including all buildings and improvements now thereon (or that may hereafter be placed thereon), to-
gether with the hereditaments and appurtenances and all other rights thereunto belonging, or in any
way now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents,
issues, and profits thereof, and all plumbing, heating and lighting and other fixtures and equipment now
or hereafter attached to or used in connection with said premises.

To secure the payment, when due, according to the terms thereof, of one promissory note of even
date herewith, executed by

----- ROBERT W. AND DOROTHY M. COLE, husband and wife -----
payable to the order of ST. JOSEPH BANK AND TRUST COMPANY, South Bend, Indiana, at its
office in South Bend, Indiana, for the principal sum of

----- Nine Thousand and No/100- - - Dollars (\$9,000.00)
semi-annually

together with interest thereon computed ~~monthly~~ and all attorney's fees, payable in ~~monthly~~ installments

of \$~~1,000.00~~ on the ~~1st~~ day of ~~October~~, and the sum on the

day of each calendar month thereafter until the 2nd day of November, 19 70, on which

date, the entire balance of said note shall be due and payable.

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As further security for the payment of the above described debt, the undersigned jointly and severally covenant:

1. To pay in full the indebtedness evidenced by said note, or any other indebtedness of the Mortgagor, or of either or of any of the Mortgagors, to the Mortgagee, however evidenced, and however otherwise secured, if secured at all, now or hereafter existing, according to the terms stipulated in each such evidence of indebtedness and according to all of the terms and conditions hereof, and regardless of whether such indebtedness be the individual indebtedness of one of the Mortgagors or whether such indebtedness be several or jointly with others, together with principal, interest and attorneys' fees, all without relief from valuation and appraisal laws.

2. That they are owners of said premises in fee simple.

3. To pay when due all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions levied upon said real estate; and to promptly deliver the official receipts therefor to said mortgagee.

4. To take reasonable care of the mortgaged premises, and the buildings thereon, and to maintain the same in as good repair and condition as at the date of this mortgage, ordinary wear and tear alone excepted; and neither to commit or permit any waste, and to do no act which would unduly impair or depreciate the value of the property as security.

5. To insure, and until the debt hereby secured shall be paid in full, to keep insured, the buildings now on or hereafter placed on said premises, against damage by fire, explosion, windstorm and other hazards as mortgagee may reasonably require, in an amount and in a company or companies satisfactory to mortgagee. All such insurance policies shall be written in the name of the mortgagor (or mortgagors) with the loss payable to mortgagee as its interest may appear and shall be delivered to and remain in the custody of mortgagee.

6. That if the premises covered hereby, or any part thereof shall be damaged by fire or other hazard against which insurance is held as hereinabove provided, the amounts paid by any insurance company in pursuance of the contract of insurance, to the extent of the indebtedness then remaining unpaid, shall be paid to the mortgagee, and, at its option may be applied to the debt or released for the repairing or rebuilding of the premises.

7. That in case proceedings to foreclose this mortgage are instituted, any sums necessarily expended for the continuation of the abstract of title to the above described real estate, together with interest thereon at eight percent per annum from the date of payment, shall become a part of the debt secured by this mortgage and shall be collectible as such.

8. In the event that any payment provided for in the said note shall become overdue for a period in excess of fifteen (15) days, the Mortgagor agrees to pay a "late charge" of two cents (2c) for each dollar (\$1) so overdue, for the purpose of defraying the expense incident to handling the delinquent payment.

9. That if default be made in the payment of any taxes, assessments or any insurance premium promptly upon the day or days when the same first becomes due and payable, or in the event of the failure of the mortgagors to keep the sidewalks, buildings or other improvements now on or hereafter placed on said premises, in good repair, the mortgagee, without prejudice to and in addition to all other remedies hereunder, may pay such taxes, assessments and insurance premiums and may make such repairs as in its discretion it may deem necessary properly to preserve its security and any sums so paid shall be a further lien on said premises under this mortgage, payable forthwith, with interest at the rate of eight per centum per annum until paid.

10. That should any default be made in the performance of any covenant in this mortgage or in the note secured hereby, when the same is payable or the time for performance has arrived, as above, or in said note provided, then all the remainder of the aforesaid principal sum with all arrearages of interest, and all sums payable pursuant to the provisions hereof, shall at the option of said mortgagee, become immediately payable, without notice, and the mortgagee shall have the right to foreclose this mortgage, anything hereinbefore or in said note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any future time.

11. That should proceedings to foreclose this mortgage be instituted, the mortgagee may apply for the appointment of a receiver (and the mortgagor hereby consents to the appointment of a receiver if there has been any default in the performance of any of the conditions of this mortgage), and such receiver is hereby authorized to take possession of the real estate above described, collect any rental accrued or that may accrue, whether in money or kind, for the use or occupancy of said premises by any person, firm or corporation, or may let or lease said premises or any part thereof, receive the rents, income and profits therefrom, and hold the proceeds subject to the orders of the court, or the judge thereof, for the benefit of the mortgagee, pending the final decree in said proceedings, and during any period allowed by law for the redemption from any sale ordered in said cause, and said receiver may

