

FOR REF. SEE DOC # 3/2/15  
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Arnold G. Huebner, Atty  
5231 Hohman Ave, Hammond, Ind

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THIS INDENTURE WITNESSETH: THAT WALTER MOSAK and LEANILDA MOSAK, Husband and Wife, of LAKE COUNTY, INDIANA, hereinafter called the "MORTGAGORS", MORTGAGE AND WARRANT unto: LYDIA K. BECKMAN of ALLEN COUNTY, INDIANA, a ONE-HALF (1/2) INTEREST; ROBERT G. KLITZKE and MAXINE KLITZKE, HIS WIFE, of LAKE COUNTY, INDIANA, as Joint Tenants with right of survivorship and not as tenants in common, A ONE-SIXTH (1/6th) INTEREST; HELEN KLITZKE POWLEY and J. WESLEWY POWLEY, HER HUSBAND, of LAKE COUNTY, INDIANA, as Joint Tenants with right of survivorship and not as tenants in common, a ONE-SIXTH (1/6th) INTEREST; and JUNE K. RUSCH of LOS ANGELES COUNTY, CALIFORNIA, A ONE-SIXTH (1/6th) INTEREST, hereinafter called the "MORTGAGEES", the following described REAL ESTATE, situated in LAKE COUNTY, INDIANA, and particularly described as follows, to-wit:



lots twenty (20) to twenty-five (25), both inclusive, except the East 17 feet of lot twenty-five (25), Block fifteen (15), Subdivision of Blocks thirteen (13), fourteen (14), fifteen (15) and sixteen (16), Fifth Addition to Indiana Harbor, as shown in Plat Book 9, page 2, in Lake County, Indiana,

together with all and singular the tenements, appurtenances, rights, easements and privileges thereunto belonging or in anywise appertaining, together with the rents, issues and profits thereof, to secure the payment, when the same becomes due of one (1) promissory note, of even date herewith, made, executed and delivered by the MORTGAGORS to MORTGAGEES, in the principal sum of FORTY THOUSAND (\$40,000.00) DOLLARS, together with interest at the rate of seven (7%) per cent per annum on the amount remaining unpaid from time to time, said principal and interest being payable in MONTHLY INSTALLMENTS of the sums of FIVE HUNDRED (\$500.00) DOLLARS, each month, including interest, commencing on JUNE 1st, 1970, and continuing on the first day of each calendar month thereafter, to and including MAY 1st, 1975; and that on JUNE 1st, 1975, the entire unpaid principal amount hereof, together with all accrued interest, shall be due and payable in full.

Said MONTHLY PAYMENTS shall be applied FIRST to the interest due hereunder, and the balance shall be applied to the BALANCE of the principal sum due hereunder, and shall be paid without relief from valuation and appraisement laws of the State of Indiana, and with reasonable attorney's fees



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after default. Said MONTHLY PAYMENTS shall be payable to: LYDIA K. BECKMAN,  
AS AGENT for the Mortgagees, at: NO. 5135 WOODHURST BOULEVARD, FORT WAYNE,  
INDIANA, or to such agent or at such place as Mortgagees may from time to  
time direct.

MORTGAGORS AGREE that in addition to the above sums, they shall pay all  
taxes beginning with the year 1970, payable in 1971, as pro-rated, and the entire  
amount of taxes levied in subsequent years, and all insurance premiums due on the  
above premises, and shall exhibit receipts therefor to the Agent of the Mortgagees.

PARTIES FURTHER AGREE that MORTGAGORS shall have the right to make  
pre-payments of the installments due hereunder, in any amounts and at any time,  
without penalty.

The MORTGAGORS HEREBY AGREE to keep the mortgaged premises free from any  
mechanic's lien claims and to pay promptly for all labor performed and material  
furnished in the alterations and remodeling to be done on said premises; and that  
upon failure to do so, the MORTGAGEES may advance the sums necessary to retire  
any said mechanic's liens and the amounts thereof shall be added to the amount  
of the unpaid balance of the said purchase money note given herewith and is secured  
by this mortgage, which shall by reason thereof become subject to immediate  
foreclosure.

THE MORTGAGORS FURTHER EXPRESSLY COVENANT AND AGREE AS FOLLOWS:

(1) To pay promptly each of the installments of principal and interest due  
upon the note secured hereby, as provided herein and by said note.

(2) To keep all buildings and appurtenances now, or hereafter erected, upon  
said real estate insured against loss or damage by fire and windstorm or such other  
events as the Mortgagees may require from time to time, in such sums and with such  
insurers approved by the Mortgagees, as additional security to the said mortgage  
debt, with mortgage clauses upon each of such policies, in a form satisfactory to  
the Mortgagees, and to deliver to the said Mortgagees, as issued, all insurance  
policies upon the said property, with all premiums paid thereon in full; and failing  
to do, the said Mortgagees may procure and pay for such insurance, and the amount  
paid, together with interest thereon, shall be a part of the debt secured by the Mortgage.



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(3) To pay all taxes and special assessments levied and imposed upon the above described Real Estate and improvements located thereon, when the same shall become due and payable; and failing so to do, the said Mortgagees may pay the said taxes and said assessments which have become delinquent, and any payments so made by the Mortgagees, with interest thereon, shall be a part of the debt secured by this mortgage.

(4) To permit no waste or commit no act which would impair the value of the improvements now located upon said premises, and to keep the buildings and improvements located upon said premises in a good state of repair, ordinary wear and tear excepted.

(5) That in the event of a proceeding to foreclose this mortgage, the Mortgagors agree to pay reasonable attorney's fees, and necessary title expenses, together with interest on the balance remaining due at the rate of 8% per annum, after default, which shall be and become a part of the debt secured by this mortgage and collectible as such; that if the ownership of the mortgaged premises becomes vested in anyone other than the Mortgagors, or if there is an extension of time of payment of the debt hereby secured, then and in either of such events, the covenants, agreements and original liability of the Mortgagors herein, either in whole or in part, shall not in any way be modified, vitiated, released, or discharged.

(6) That in the event the premises herein mortgaged, or any part thereof, are taken under the power of eminent domain, the entire award shall be paid to the Mortgagees and applied upon the principal sum hereunder, and only the over-plus shall be payable to Mortgagors.

(7) That the Mortgagors shall not make any material alterations, or remove any of the improvements located on said real estate, without the written consent of the Mortgagees, EXCEPT THAT Mortgagees hereby consent to the alterations and remodelling set forth in a letter dated March 27th, 1970; and that the Mortgagors shall not suffer any foreclosure proceeding to be instituted against the real estate, or permit the said premises to be sold for non-payment of taxes and special assessments; and upon the occurrence of either of said events, the Mortgagees may without notice, at their option, declare the whole amount of the indebtedness hereby secured immediately due and payable and foreclose thereon.



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(8) The Mortgagors agree that they will not sell or convey the mortgaged premises so long as any part of the debt hereby secured remains unpaid, without the consent of the Mortgagees, and that the violation of this provision will accelerate the maturity of the indebtedness hereby secured and cause the entire unpaid balance of said indebtedness to become immediately due and payable, at the option of the Mortgagees, without notice, and the indebtedness hereby secured shall bear interest at the rate of eight (8%) per cent per annum from and after the date of such sale or conveyance.

(9) That the lien of this mortgage shall include all equipment and appliances located upon the real estate herein described, including all heating, plumbing and lighting fixtures, and all other structural equipment and fixtures which are incorporated into the structure. Said lien shall not extend to inventories or equipment and appliances used in connection with business operations on said premises. It is further agreed and covenanted that time is of the essence of this contract; and that in the event of default in the payment of any installment of principal and interest hereon, or upon any default in the performance of any of the covenants of this mortgage, when the same is payable, or the time of performance has arrived, then at the election of the Mortgagees, without notice, all of the remainder of principal and interest, or any other sums due under the said note and mortgage, shall become immediately due and payable although the period above limited for the payment thereof may not have expired; and that any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

IT IS FURTHER EXPRESSLY COVENANTED AND AGREED that should proceedings to foreclose this Mortgage be instituted, the Mortgagees may apply for the appointment of a Receiver, which Receiver is hereby authorized to take possession of the said Real Estate above described and all improvements located thereon, collect any rentals accrued, or to accrue, for the use or occupancy of said premises by any person, firm or corporation, or he may let or lease said premises, or any part thereof, receive the rents, income and profits thereof and therefrom and hold the proceeds subject to the orders of the Court, for the benefit of the Mortgagees, pending the final



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disposition in said proceeding, and such Receiver may be appointed irrespective of the value of the mortgaged property, and/or its adequacy to secure or discharge the indebtedness due, or to become due, thereunder.

It is further expressly agreed that if the proceeds of the loan hereby made, or any amount advanced by the Mortgagees, are used directly or indirectly to pay or satisfy, in whole or in part, any lien or encumbrance upon said premises, then and in such event the Mortgagees shall be entitled to be subrogated to such lien or encumbrance so paid, or to any additional security held by the holder of such lien or encumbrance.

This Mortgage shall be binding on all heirs, devisees, legatees, personal representatives, grantees, successors, and assigns of the Mortgagors.

IN WITNESS WHEREOF, the said Mortgagors have hereunto set their hands and seals, on this, the 1st day of May, 1970.

*Walter Mosak*

(WALTER MOSAK)

(SEAL)

*Leanelda Mosak*

(LEANELDA MOSAK)

(SEAL)

STATE OF INDIANA )  
                          )SS:  
COUNTY OF LAKE )

STATE OF INDIANA  
REGISTER OF DEEDS  
MAY 13 11 05 AM '70  
ANDREW J. JACOENKO  
RECORDER

BEFORE ME, the undersigned, a NOTARY PUBLIC, in and for said County, this 1st day of May, 1970, personally appeared: - - WALTER MOSAK and LEANELDA MOSAK, HUSBAND AND WIFE - - and acknowledged the execution of the foregoing instrument.

WITNESS my Hand and Notarial Seal.

*Floyd V. Van Horn*

Floyd V. Van Horn -

NOTARY PUBLIC

My Commission Expires:  
April 11th, 1973

(This document was prepared by:  
Arnold G. Huebner, attorney.)