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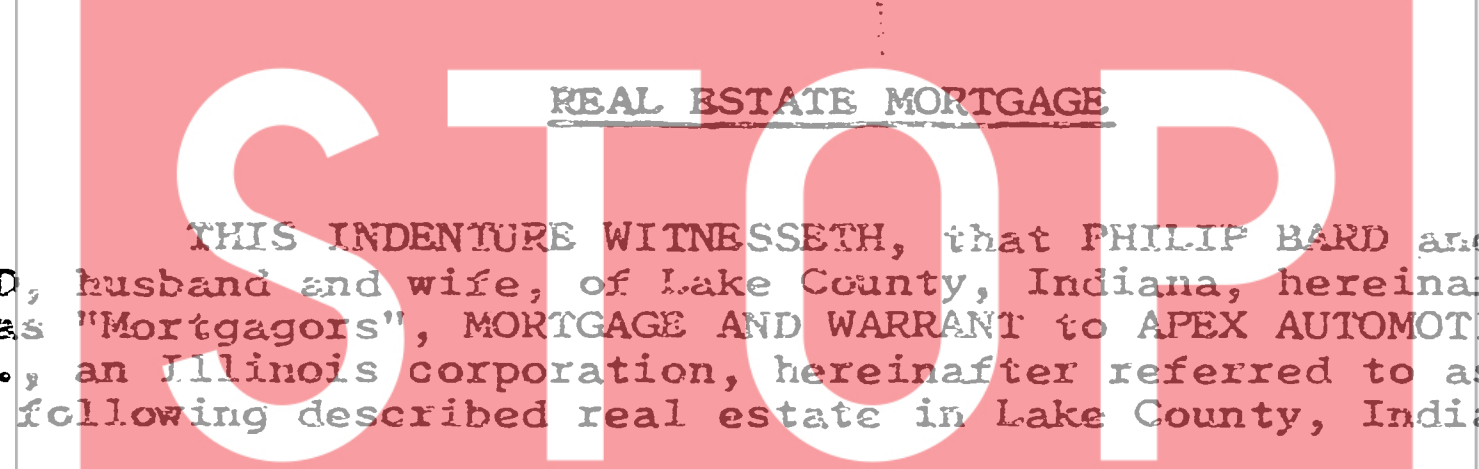
PIONEER NAT'L TITLE INS. CO.

RETURN TO: George Kestovick, 844 Broadway, Gary, Indiana 46402.

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THIS INDENTURE WITNESSETH, that PHILIP BARD and GERTRUDE BARD, husband and wife, of Lake County, Indiana, hereinafter referred to as "Mortgagors", MORTGAGE AND WARRANT to APEX AUTOMOTIVE WAREHOUSE, INC., an Illinois corporation, hereinafter referred to as "Mortgagee", the following described real estate in Lake County, Indiana, to-wit:

Parcel I: Lots 2 and 3 in Block 1 in John Gunzenhauser's Second Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 17, page 4, in the Office of the Recorder of Lake County, Indiana.

Parcel II: Lot 12 in Block 4 in Pridmore, Orr & Ulrich Subdivision, in the City of Gary, as per plat thereof, recorded in Plat Book 6 page 26, in the Office of the Recorder of Lake County, Indiana, and that part of vacated Alley One East, adjoining said Lot on the West, said vacated part described as follows: beginning at a point at the intersection of the East line of said Alley One East and the South line of Lot 11 Block 4 Pridmore, Orr & Ulrich Subdivision; thence East along said South line a distance of 10 feet; thence South along the West line of Lot 12 Block 4 Pridmore, Orr & Ulrich Subdivision a distance of 22.38 feet to the North line of Lot 2 Block 1 John Gunzenhauser's 2nd Subdivision to Gary; thence West along the North line of said Lot 2 Block 1 a distance of 10 feet; thence North to the place of beginning,

together with all rights, privileges, interests, easements, hereditaments and appurtenances thereunto belonging or in any wise pertaining thereto, all fixture and appliances therein or subsequently placed there or thereon, and all the rents, issues, income and profits of said mortgaged premises.

This Mortgage is given to secure the performance of the provision hereof and the payment of a certain obligation evidenced by a Promissory Note of even date herewith for the principal sum of Fifty-five Thousand and 00/100 (\$55,000.00) Dollars, executed by the Mortgagors and payable to the Order of the Mortgagee with interest thereon as provided in said Note, said principal and interest being payable at such places as the Mortgagee herein may from time to time designate in the City of Chicago, Cook County, Illinois, in regular monthly installments of Six Hundred Sixty-seven and 32/100 (\$667.32) Dollars or more in cash payable on or before the 1st day of each calendar month beginning on the 1st day of June, 1970, and all of which indebtedness the Mortgagors severally promise and agree to pay to the order of the Mortgagee, all without relief from valuation and appraisement laws and attorney's fees.

The Mortgagors do hereby covenant further and agree as follows:



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1. That the Mortgagors will, until the debt secured is fully satisfied, pay all taxes and assessments levied on said premises and pay all premiums for keeping all insurable property covered hereby insured against loss and damage by fire, and extended coverage, with such insurers approved by the Mortgagee and in an amount not less than the principal balance of the Mortgage herein.

2. The Mortgagee may, in case of failure of the Mortgagors so to do, pay the taxes, assessments, insurance premiums, and any claim, lien or incumbrance, or purchase any tax title or claim against the premises, make any repairs necessary to preserve the security intended to be given by this Mortgage, and may obtain complete abstracts of title of said real estate and such continuations thereof as in the judgment of the Mortgagee may be required at any time while any part of the debt hereby secured remains unpaid; and all sums so paid shall become immediately due to the Mortgagee, shall be added to and become a part of the indebtedness secured hereby, and shall bear interest at the rate of Eight (8%) per cent per annum until paid.

3. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon, and not to commit waste or allow the same to be committed on said premises, and to keep said real estate and the improvements thereon in their present condition and repair, normal and ordinary depreciation alone except, and not to commit or permit to be committed on said premises any illegal or immoral acts.

4. No contract or agreement shall be entered into by the Mortgagors whereby any one may acquire the right to a lien, mortgage or other incumbrance upon the mortgaged premises, without the written consent of the Mortgagee first had and obtained.

5. Upon default in any payment provided for by any evidence of indebtedness secured hereby, or in the event of a default by the Mortgagors in the performance of any one or more of the covenants and agreements herein contained, or upon the institution of any legal proceeding to enforce a mortgage or other lien upon the mortgaged property, or if a petition in bankruptcy shall be filed by or against the Mortgagors or if the Mortgagors shall in any way be adjudged insolvent or shall make an assignment for the benefit of creditors, or if there shall exist any lien or encumbrance on the mortgaged real estate superior to the lien of this Mortgage, or if said mortgaged property shall be levied upon by virtue of any execution, attachment, or other writ, or shall come into the possession of or be ordered sold by the officer of any Court, or if the Mortgagors shall abandon the mortgaged property, then the entire indebtedness secured hereby shall, at the option of the Mortgagee become and be immediately due and payable without notice or demand and thereupon the Mortgagee shall be entitled to the immediate possession of said mortgaged property and the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings, and shall also be entitled to collect said indebtedness, to foreclose this Mortgage and to enforce any of their rights hereunder, by proper legal or equitable proceedings. It is understood and agreed that the Mortgagors shall pay all costs and attorney's fees incurred or paid by the Mortgagee in any suit in which it may be Plaintiff or Defendant by reason of being party to this Mortgage. In any suit or proceeding to foreclose this Mortgage, or to enforce or protect the Mortgagee's rights hereunder, the Mortgagee in addition to any other remedy, and regardless of the value of the mortgaged property or the sol-



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6. In case of a foreclosure of this Mortgage, the abstract of title and/or title insurance policies shall become the absolute property of the Mortgagee.

5. No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenants shall be construed to prejudice its rights in the event of any other or subsequent default or breach of covenant, and no delay on the part of the Mortgagee in exercising any of such rights shall be construed to preclude them from the exercise thereof at any time during the continuance of any such default or breach of covenant, and the Mortgagee may enforce any one or more remedies successively or concurrently at its option.

7. The Mortgagee at its option may extend the time for the payment of said indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore, without the consent of any junior lienholder, and without the consent of the Mortgagors if the Mortgagors have parted with the title to said property, and such extension, reduction or renewal shall not release the Mortgagors or any endorser or guarantor from liability for such indebtedness, or affect the priority of this Mortgage over any junior lien, or impair the security hereof in any manner whatsoever.

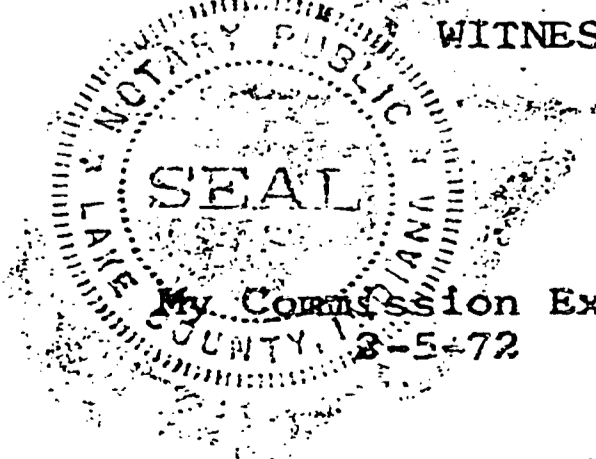
8. All rights and obligations hereunder shall extend to and be binding upon the several heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals this 21st day of May, 1970.

Philip Bard
Gertrude Bard

STATE OF INDIANA }
COUNTY OF LAKE } SS:

Before me the undersigned, a Notary Public in and for said County and State, this 21 day of May, 1970, personally appeared PHILIP BARD and GERTRUDE BARD, the above named Mortgagors, and acknowledged the execution of the foregoing Mortgage.



WITNESS my hand and Notarial Seal.

George Krstovich
Notary Public

This legal instrument prepared by GEORGE KRSTOVICH, Attorney-at-Law.