

2011

2604-70

PIONEER NATL TITLE INS. CO.
Mortgage

Moore to Be

Loan No. _____

THE UNDERSIGNED

Document is
NOT OFFICIAL!

Lester E. Mayes, Sr. and Betty L. Mayes, husband and wife
of City of Gary County of Lake State of Indiana, hereinafter
referred to as the Mortgagor does hereby mortgage and warrant to HOOSIER STATE BANK OF
INDIANA, a corporation organized and existing under the laws of the State of Indiana, hereinafter
referred to as the Mortgagee, the following real estate in the County of Lake
in the State of Indiana, to wit:

Being a portion of a parcel of land known as Lot 16 on One Acre Lots in the Northeast
Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 16, Township 35, Range 8 West
of the Second Principal Meridian in Lake County, Indiana, described more particularly
as follows: Beginning at a point 728.6 feet West and 30 feet South of the Northeast
Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16-35-8; thence South zero degrees West 217.77
feet; thence North 90 degrees West 7.4 feet to Thread of Turkey Creek; thence Northwest-
erly along said Thread of Turkey Creek to a point 825.0 feet West of and 137.77 feet South
of the NE corner of said SE $\frac{1}{4}$ being a point on the West line of said Lot 16 of the SE $\frac{1}{4}$
of Section 16-35-8; thence North zero degrees West 107.77 feet; thence North 90 degrees
East 96.4 feet to the point of beginning and containing 0.36 acres more or less and
subject to all legal roadways and easements.

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus,
equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, airconditioning, water, light,
power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by
lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors,
in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached
thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged,
assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided in the Supplemental
Agreement secured hereby. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the
loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equip-
ment, unto said Mortgagee, for the uses herein set forth free from all rights and benefits under the appraisal and valuation laws
of any State, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum
of Thirty Two Thousand and no/100 - - - Dollars (\$ 32,000.00), which note, together with
interest thereon as therein provided, is payable in monthly installments of Two Hundred Sixty Three and 70/100
(\$ 263.70), commencing the 1st day of August, 1970, which payments are to
be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advance made by the Mortgagee to the Mortgagor or any other indebtedness due from Mortgagor to Mortgagee, his suc-
cessor in title, for any purpose at any time before the release and cancellation of this mortgage, but at no time shall this mortgage
secure advances on account of said original note and such additional advances or other indebtedness in a sum in excess of the original
amount hereof, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when
advanced to protect the security or in accordance with covenants contained in the mortgage.

(3) all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained in a supplemental agreement dated,
executed and delivered concurrently herewith and reference is hereby made to said note and supplemental agreement for the full terms
and conditions thereof and the same are hereby incorporated herein as fully as if written out verbatim herein.

In this instrument the singular shall include the plural and the masculine shall include the feminine and neuter. All rights and
obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and
assigns of the Mortgagor and Mortgagee.

It is further agreed by the parties hereto that the real estate, secured by this mortgage, cannot be conveyed or otherwise trans-
ferred by the mortgagors herein subject to the unpaid balance of this mortgage, without the prior written consent of the mortgagee
herein, and that this mortgage cannot be assumed by any other individual, corporation, or other entity without the written consent of
the mortgagee herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 1st day of June, A.D. 19 70

(SEAL) Lester E. Mayes, Sr. (SEAL)
(SEAL) Betty L. Mayes (SEAL)

STATE OF INDIANA
COUNTY OF LAKE

Before me, the undersigned, a Notary Public, in and for said County and State, this day personally appeared
Lester E. Mayes, Sr. and Betty L. Mayes, husband and wife
to me well known to be the person named in and who executed the foregoing mortgage, and acknowledged the execution of the same to
be their voluntary act and deed.

Witness my hand and notarial seal this 1st day of June, 1970
(Notarial Seal) Mario M. Sposato Notary Public
My commission expires 4-9-71

This instrument prepared by: Clarence H. Harney, Attorney