

FOR REL. SEE DOC # 650776
 FOR REL. SEE DOC # 114061
 FOR REL. SEE DOC # 386074
 386366

✓ 65076

REAL ESTATE MORTGAGE

THIS INDENTURE, made this 29th day of June, 1970, WITNESSETH, That Thomas L. Kos and Natalie Kos, husband and wife

Mortgagors, of Lake County, State of Indiana, MORTGAGE AND WARRANT TO

BENEFICIAL INDUSTRIAL FINANCE CORPORATION, Mortgagee, an Indiana Corporation, having an office and place of business at

5323 Hohman Ave., Hammond, Indiana

LAKE County, Indiana, the following described real

estate situated in Lake County, Indiana:

Lot 47, except the east 5 feet thereof, in Section 1, in Chapel Manor, as

per plat thereof, recorded in Plat Book 32, page 75, in the office of the

Recorder of Lake County, Indiana, and re-recorded in Plat Book 32, page 96,

in the office of the Recorder of Lake County, Indiana.

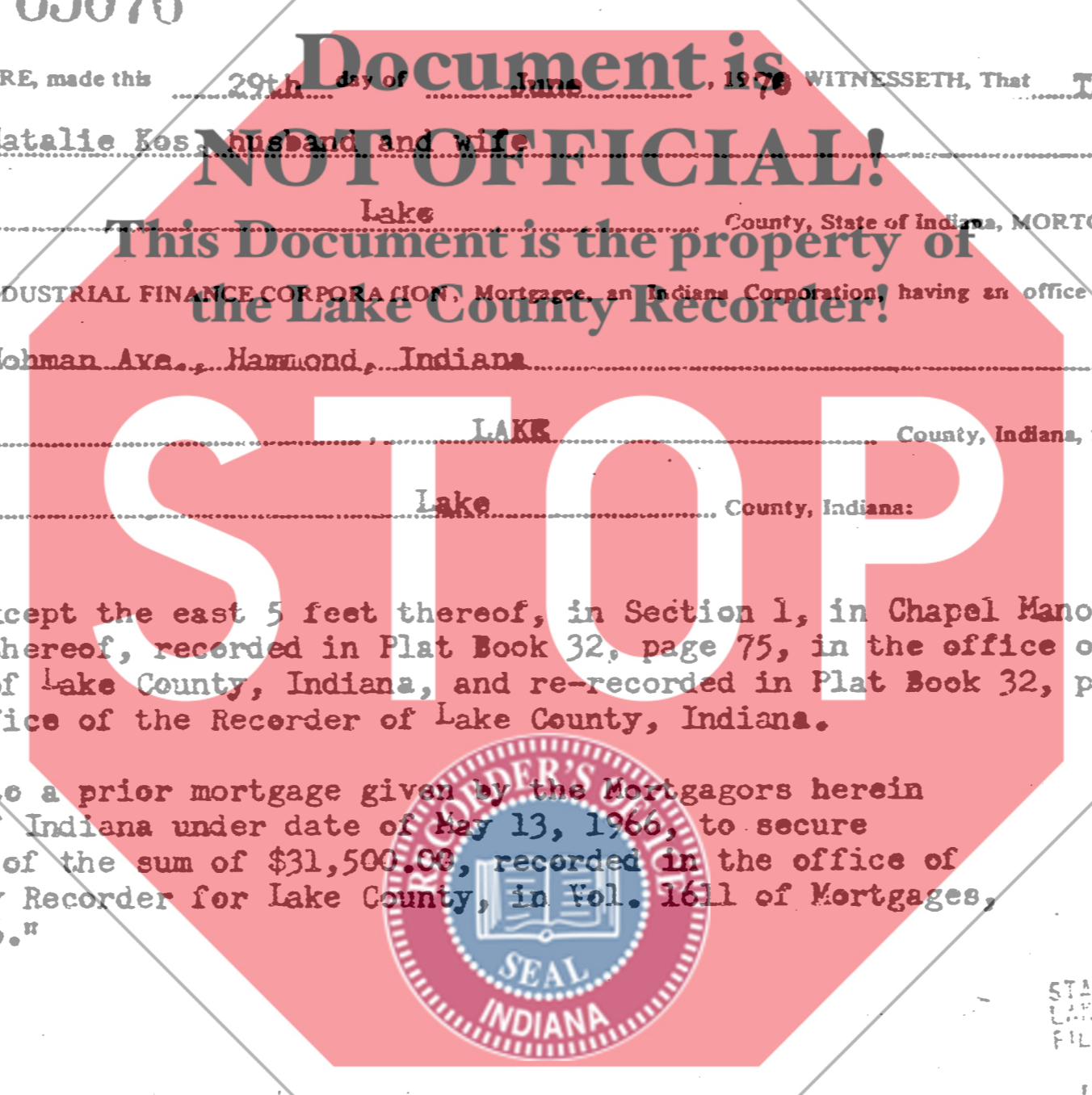
"SUBJECT to a prior mortgage given by the Mortgagors herein

to Bank of Indiana under date of May 13, 1966, to secure

repayment of the sum of \$31,500.00, recorded in the office of

the County Recorder for Lake County, in Vol. 1611 of Mortgages,

page 554-6."



STATE OF INDIANA
 LAKE COUNTY
 FILED FOR RECORD
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 ANDREW J. INCERKO
 RECORDER

together with all rights, privileges, hereditaments, appurtenances, fixtures and improvements now or hereafter on said premises, and the rent, issues and profits thereof.

This Mortgage is given to secure the performance of the provisions hereof and payment of a certain Promissory Note of even date herewith in the Face Amount of Note of Eight Thousand Forty Dollars and

09/100 dollars, (\$ 8040.00) with Discount Added as therein provided, payable in sixty

instalments to be due on the First Due Date of July 29, 1970

with subsequent installments on the same day of each month thereafter until the Final Due Date of June 29, 1975

, all as provided in said Note.

The Mortgagors covenant and agree with the Mortgagee as follows:

1. To pay when due all indebtedness provided in such Note or in this Mortgage and secured hereby, without relief from valuation and appraisal laws.
2. To keep the mortgaged premises in as good order and repair as at present, reasonable wear and tear excepted, and neither to commit nor to suffer any waste thereon.
3. To keep the mortgaged premises insured against loss by fire and such other hazards, and in such amounts as the Mortgagee shall require, with carriers satisfactory to the Mortgagee, with loss payable to the Mortgagee as its interest may appear.
4. To pay all taxes and assessments levied against the mortgaged premises when due and before penalties accrue.
5. To pay when due any and all prior or senior encumbrances.

On failure of the Mortgagors in any of the foregoing, the Mortgagee, at its option, may pay any and all taxes levied or assessed against the mortgaged premises, prior or senior encumbrances or any part thereof, and may undertake the repair of the premises to such extent as it deems necessary, and all sums advanced by the Mortgagee for any of such purposes shall become a part of the indebtedness secured hereby and shall bear interest at the rate of eight per cent (8%) per annum from and after the date of payment by the Mortgagee until repaid in full by the Mortgagors.

Upon the default of the Mortgagors in any payment or performance provided for herein or in such Note, or if the Mortgagors or any of them be adjudged bankrupt, or a trustee or receiver be appointed for the Mortgagors or any of them or for any part of the mortgaged premises, then the entire indebtedness secured hereby shall become immediately due and payable at the sole option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly, whereupon any cost incurred by the Mortgagee or its agents in obtaining an abstract of title or any other appropriate title evidence may be added to the principal balance due.

No delay or extension of time granted or suffered by the Mortgagee in the exercise of its rights hereunder shall constitute a waiver of any of such rights for the same or any subsequent default, and the Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

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The Mortgagee may, at its sole discretion, extend the time of the payment of any indebtedness secured hereby, or accept one or more renewal notes therefor, without the consent of any junior encumbrancer or of the Mortgagors if the Mortgagors no longer own the mortgaged premises, and no such extension of renewal shall affect the priority of this mortgage or impair the security hereof or release, discharge or affect the principal liability of the Mortgagors or any of them to the Mortgagee whatsoever.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

**This Document is the property of
the Lake County Recorder!**

IN WITNESS WHEREOF the Mortgagors have executed this mortgage on the day and year first above written.



Signature *Thomas L. Kos*
Printed **Thomas L. Kos**

Signature *Natalie Kos*
Printed **Natalie Kos**

Signature _____
Printed _____

Signature _____
Printed _____

Signature _____
Printed _____

State of Indiana

County of Lake

Before me, a Notary Public in and for said County and State, personally appeared Thomas L. Kos and Natalie Kos
who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 9th day of July, 19 70.

My commission expires 10-23-73
Karen Lee Kaltunae
Karen Lee Kaltunae

This instrument was prepared by J. R. Chandler

Return to Beneficial Finance Incorporated
5323 Hohman Ave., Hammond, Indiana 46320

JR