

FOR FILE SEE DOOR 4522911
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Walter J. Nemeth
1827 1/2 Berwick
Hawley, Ill.
8/1/98

CONV.—ILL.

MORTGAGE Document is NOT OFFICIAL!
THIS INDENTURE WITNESSETH, THAT THE MORTGAGOR S ARTHUR J. NEMETH and SHARON L. NEMETH, husband and wife of the

Lake in the County of Lake and State of Indiana
This Document is the property of the Lake County Recorder!

STOP
MORTGAGE AND WARRANT, to
FIRST NATIONAL BANK OF LANSING, LANSING, ILLINOIS
A National Banking Association organized and existing under the laws of the United States of America, County of Cook and State of Illinois to secure the payment of a certain promissory note executed by them bearing even date herewith, payable to the order of the FIRST NATIONAL BANK OF LANSING, LANSING, ILLINOIS, in the Principal sum of Fourteen Thousand Three Hundred and no/100 (\$14,300.00) Dollars and interest on the balance of principal remaining from time to time unpaid at the rate of Eight (8%) per cent per annum in installments as follows: One Hundred Ten and 37/100 (\$110.37) Dollars on the 1st day of September, 1970, and One Hundred Ten and 37/100 (\$110.37) Dollars on the 1st day of each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of August, 1995. All such payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid principal balance and the remainder to principal, the following described real estate to wit:

Lot 25 in C. Gorley's South Acres, as per plat thereof, recorded in Plat Book 32, Page 80 in the Office of the Recorder of Lake County, Indiana

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
AUG 7 1 41 PM '70
ANDREW J. MICEK
RECORDER

situated in the County of Lake in the State of Indiana, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Indiana, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

AND IT IS EXPRESSLY PROVIDED AND AGREED, That if default be made in the payment of the said promissory note, or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the covenants or agreements herein contained, then and in such case the whole of said principal sum and interest, secured by the said promissory note in this mortgage mentioned, shall thereupon, at the option of said mortgagee, its heirs, executors, administrators, attorneys or assigns, become immediately due and payable: And this mortgage may be immediately foreclosed to pay the same by said mortgagee, its heirs, executors, administrators, attorneys or assigns: And it shall be lawful for the said mortgagee, its heirs, executors, administrators, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof. The mortgagee may collect a "Late Charge" not to exceed two cents (2c) for each dollar (\$1.00) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

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IT IS FURTHER EXPRESSLY PROVIDED AND AGREED That said mortgagor covenants and agrees, to and with the said mortgagee, that he will in the meantime pay all taxes and assessments on the said premises, and will, as a further security for the payment of said indebtedness, keep all buildings that may at any time be upon said premises insured in some reliable company up to the insurable value thereof, or up to the amount remaining unpaid of the said indebtedness, by suitable policies, payable, in case of loss, to the said mortgagee, and deliver to him all policies of insurance thereon as soon as effected, and all renewal certificates therefor; and said mortgagee shall have the right to collect, receive and accept, in the name of said mortgagor or otherwise, for any and all moneys that may become payable and collectible upon any of such policies of insurance by reason of damage to or destruction of said buildings, or any of them, and apply the same, less his reasonable expenses in obtaining such money, in satisfaction of the money secured hereby; or, in case said mortgagee shall so elect, may use the same in repairing or rebuilding such buildings; and in case of refusal or neglect of said mortgagor thus to insure, or deliver such policies, or to pay such taxes and all moneys thus paid shall be secured hereby, and shall bear interest at the maximum legal rate, and be paid out of the proceeds of the sale of said premises or out of such insurance money, if not otherwise paid by said mortgagor.

UPON THE FILING OF ANY BILL To foreclose this mortgage in any Court having jurisdiction thereof, such Court may appoint any proper person receiver, with power to collect the rents, issues and profits arising out of said premises during the pendency of such foreclosure suit, and until the time to redeem the same from any sale that may be made under any decree foreclosing this mortgage, shall expire; and such rents, issues and profits when collected may be applied toward the payment of the indebtedness and costs herein mentioned and described. And upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable attorneys' or solicitors' fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the principal of said note whether due and payable by the terms thereof or not, and the interest thereon.

DATED, This 27th day of July, INDIANA, A.D. 19 70

Arthur J. Nemeth (SEAL)
Arthur J. Nemeth

STATE of ILLINOIS }
COUNTY of COOK } ec.

Sharon L. Nemeth (SEAL)
Sharon L. Nemeth
(SEAL)

I, KATHRYN G. BARTLEY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That ARTHUR J. NEMETH and SHARON L. NEMETH, husband and wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal, this 27th day of July



Kathryn G. Bartley
Notary Public
Kathryn G. Bartley

My Commission expires: 6-8-72

Real Estate Mortgage

TO
FIRST NATIONAL BANK
OF LANSING
LANSING, ILLINOIS

THIS INSTRUMENT PREPARED BY
WALKER & FEIKEMA
Attorneys at Law
18225 Burnham Avenue
Lansing, Illinois

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