

68832

CM 359076

Loan No. 68832

Mortgage

Carol J. Ewing
PROPERTY NAT'L TITLE INS. CO.
2424 Highway 74th

THE UNDERSIGNED, DAVID O. WELLS and JUANITA WELLS, husband and wife,

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of Highland, County of Lake, State of Indiana, hereinafter

referred to as the Mortgagor does hereby mortgage and warrant to BANK OF HIGHLAND 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 County, Indiana, to wit:

The West 11 feet of lot thirty-five (35), all of lot thirty-four (34), and lot thirty-three (33), except the West 27 feet thereof, in block two (2) in Highland Terrace Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 21, at page 30 in the Office of the Recorder of Lake County, Indiana.

STOP

AUG 17 9 15 AM '70
ANDREW J. NIGENKO
RECORDER



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 equipment, 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 seven thousand and no/100----- Dollars (\$ 7,000.00), which note, together with interest thereon as therein provided, is payable in monthly installments of eighty-four dollars and 93/100---Dollars (\$ 84.93), commencing the day of 19 , 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 successor 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 transferred 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.

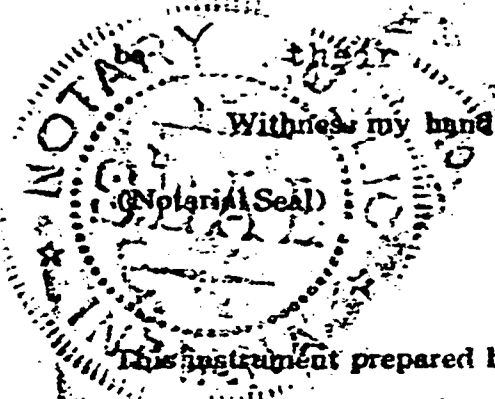
IN WITNESS WHEREOF, we have hereunto set our hands and seal this 3rd day of July, A.D. 1970

(SEAL) David O. Wells (SEAL)
DAVID O. WELLS
(SEAL) Juanita Wells (SEAL)
JUANITA WELLS, husband and wife

STATE OF INDIANA, SS.
COUNTY OF LAKE

Before me, the undersigned, a Notary Public, in and for said County and State, this day personally appeared David O. Wells and Juanita Wells

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 3rd day of July, 1970.

Carol J. Ewing
Carol J. Ewing Notary Public
My commission expires June 10, 1972

This instrument prepared by: S. Moskowitz
fjb