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LAKE COUNTY TITLE COMPANY DIVISION OF CHICAGO TITLE INSURANCE COMPAN KENNETH E. KNIGHT

LAWYER

310 EAST JOLIET ST.

CROWN POINT, INDIANA

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68935

DOCUMENT 1S
REAL ESTATE MORTGAGE
OT OF FIGURE 1

This Document is the property of and Phyllis J.

Stevens, husbandake County Recorder!

Highland

Stevens, husband and wife ty McColuct: of Highland

Lake County, Indiana, hereinafter referred to as "Mortgagors", MORTGAGE AND WARRANT in fee simple to the GRIFFITH FEDERAL SAVINGS and LOAN ASSOCIATION of Griffith, Lake County, Indiana, a corporation

Lot 61, Sheraton Gardens 1st Addition to the Town of Griffith, as shown in Plat Book 32, page 32, in Lake County, Indiana.



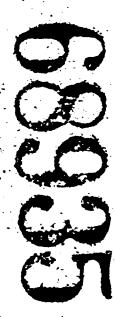
STATE OF INDIANAIS S HOLLANE COUNTY | FILED FOR RECORD

AUG 17 3 03 PH '70 ANDREW J. MICENXO RECORDER

together with all the rights, privileges, interests, easements, hereditaments, and appurtenances thereunto belonging or in any wise pertaining thereto, all fixtures and appliances, screens, storm windows and storm doors; and all apparatus, appliances and fixtures for the purpose of supplying, regulating, and distributing heat, light, water, ventilation, and power, or for the purpose of preserving food; and all fixtures, appliances, apparatus, and improvements therein or thereto or subsequently placed therein or thereon or attached to or used in connection with said premises, provided, however, that the Mortgagors shall be entitled to collect and retain the said rents, issues, income and profits until default hereunder.

(\$15,000.00) with 8 % interest, but upon default 8% interest during default. Payment to be made

As express conditions under which this transaction is made and this mortgage accepted, the Mortgagors do hereby further covenant and agree as follows:



1. To pay promptly, as it becomes due, each of the installments provided for in said note and all indebtedness described in or secured by this mortgage.

2. That they will leave insurance policies and current tax and assessment and insurance receipts, and abstract of title and continuations thereof, and owner's title insurance policies and mortgage title insurance policies, and memorandums of title, and plats of survey, with the Mortgage.

This Document is the property of

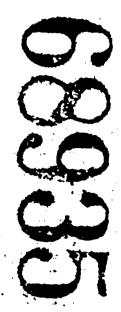
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That there are no outstanding equities or unrecorded instruments affecting the title to the mortgaged premises and that this mortgage when executed will be a first mortgage on the same and the only lien or incumbrance thereon, except current taxes or improvement assessments not delinquent.

- 3. That the Mortgagors will, until the debt hereby secured is fully extinguished and satisfied, pay all taxes, municipal charges and assessments incurred on said premises from time to time and pay all bills for repairs, maintenance or improvement, and any and all expenses incidental to the ownership of the mortgaged property when due, so no lien superior to that of the Mortgagee may be created, (and shall exhibit receipts showing such payments upon Mortgagee's request), together with all liens or impositions that may attach thereto by reason of any United States Governmental, or Indiana State legislative, act, and keep the buildings and improvements now existing or hereafter erected or placed on said mortgaged premises constantly insured and pay premiums for keeping all insurable properly insured, against loss or damage by fire, windstorm, aircraft, or otherwise as may be deemed necessary by Mortgagee. Said insurance to be carried with such insurers and in such amounts, form and manner as shall be, in the judgment of the Mortgagee, necessary or proper. Said insurance shall have proper mortgage clauses and have proper assignment or endorsement to protect Mortgagees' interest in the premises. The Mortgagors agree to abide by all restrictions, conditions, and provisions now existing in the title to said real estate. In any insured loss, the Mortgagee may, in its discretion, apply the loss payment therefor either to the mortgage debt or to the repair, or rebuilding of the structures involved.
- 4. The Mortgagee may, in case of failure of the Mortgagors so to do, pay any claim, insurance premium, lien or incumbrance, or purchase any tax title or claim against the premises, make any repairs and expenditures necessary, in the judgment of Mortgagee, to preserve and keep in good condition and appearance the security given by this mortgage. The Mortgagee may also make repairs and expenditures or advancements for the betterment of the said real estate upon the written application therefor of the Mortgagors, and such sums so expended or advanced by the Mortgagee shall become a part of the mortgage debt hereunder; however, should the Mortgagors fall to use the said sums given them for such purcoses, they shall be estopped from denying that such payments are not a part of the debt secured by this mortgage. The Mortgagee may obtain continuations of the abstract of title to said real estate, or memorandums of title to said real estate, or owner's title insurance policy to said real estate up to the time of conveyance of title to the Mortgagee or its assigns, and may obtain continuations of abstract of title for said real estate or memorandums of title as in the judgment of the Mortgagee may be required at any time while any part of the debt hereby secured is in default or a condition of this mortgage has made it entirely due; and all sums so paid shall become immediately due therefor to the Mortgagee and shall be added to and become a part of the indebtedness secured hereby and shall bear interest at the rate of eight percent (8%) per annum until paid. By the payment by Mortgagee of any lien or incumbrance held by another the Mortgagee shall be entitled to the benefit of any right, title or interest that might be asserted thereunder.
- 5. To exercise due diligence in the appearance, operation, management and occupation of said real estate and not to commit waste or allow the same to be committed on said premises, and to keep the improvements thereon in at least their present condition and repair, or to keep in like manner such improvements as may be agreed to as a part of the consideration of making this loan, normal and ordinary depreciation alone excepted; and not to commit or permit to be committed on said premises any illegal or immoral acts. Mortgagee may at any time inspect or cause to be inspected the premises herein to learn the condition of same, and upon starting foreclosure to exhibit same to prospective purchasers.
- 6. Said mortgaged premises, or any part thereof, shall not be sold or transferred without the written consent of the Mortgagee, but such shall not relieve the Mortgagors from their liability hereunder, and 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, but said consent shall in no way affect this mortgage from being a first lien.
- 7. The Mortgagors during the term of this mortgage give possession of the premises to Mortgagee, but Mortgagors shall be entitled to occupy, use and enjoy the same in consideration of their faithfully keeping and performing all the terms and conditions of this agreement. Upon the failure of Mortgagors to keep any of such terms or conditions the Mortgagors' right to continue to occupy, use and enjoy the same shall cease and the Mortgagee shall then be entitled to its occupancy and to collect and receive rents, issues and profits of the premises and apply the same to meet the terms of this mortgage. No alteration is to be made to the premises without first obtaining the written consent of the Mortgagee, nor are the premises to be used or occupied other than for dwelling purposes without such consent, nor are any of the premises to be occupied by an additional family without such consent.
- 8. No failure nor delay on the part of the Mortgagee to exercise any of its rights or options hereunder for default or breaches of the convenants or conditions hereof at the time of occurrence shall be an abandonment thereof and shall not preclude or prejudice or abridge its rights to do so thereafter or for any subsequent default or breach. The Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.
- 9. 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 therefor, without the consent of any junior lien holder, and without the consent of the Mortgagors if the Mortgagors have parted with the title to said property, and any 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.

The Mortgagors further agree that no notice shall be required to be given them as a condition to the right of Mortgagee to exercise any right given or arising under any of the terms or conditions of this mortgage, and the election of Mortgagee to give notice at any one or more times prior to the exercise of any right, shall not make it necessary to do so at any subsequent time.



Notary Public.

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10. Upon de	fault in payment of a	eny evidence of indeb	educes secured hereby	y, or in the event of a devenants and agreements b
contained or upon	the institution of any	y legal proceedings to	enforce a mortgage or	other lien upon the mort
property, or if a pa	etition in bankruptcy	shall be filed by or a	gainst the Mortgagors	or if the Mortgagors sh
any way be adjudg	ged insolvent or shall	make an assignment	for the benefit of ch	editors, or if there shall mortgage, or if said mort
property shall be	exieth upon by wirtue	of any execution, att	achment or other will	, or shall come into the p
sion of or be ordere	ed sold by the officer of	of any court, or if the	Mortgagors shall aband	ion any of the mortgaged
erty, then the entire	e indebtedness secure	d hereby shall, at the	ption of the Mortgage	e, become and be immedi
due and payable, w	rithout police or deme	and thereupon the	Mortgagee shall be e	ntitled to the immediate
pancy of said prop	erry and the rents, is	o collect all indebted	les therefrom, with o	r without foreclosure or nortgage and to enforce a
its rights hereunder	r. by proper legal or	equitable proceedings.	It is understood and a	greed that the Mortgagors
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				foreclose this mortgage
loss of the walks of	the Mortgagee's right	ts nereunder, the Mor	tgagee in addition to	any other remedy, and re- fortgagors, shall be entitl
the appointment of	a receiver, to take i	possession of and prot	ect said property and	collect the rents and in
and apply the same	e as provided herein	and by law. In case	of Mortgagee obtaining	ig title to the real estate he
all evidences of tit	le, including plats of	survey, shall be the	absolute property of t	he Mortgagee.
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Off Margrument was prepared by Helen K. Lund, as required for Griffith Federal Savings and Loan Association.

Hay 22, 1972