

FOR REL SEE DOC # 179527

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Return to Liberty Savings & Loan Assoc.
1904 Indianapolis Boulevard
Whiting, Indiana 46394

76101

Real Estate Mortgage

THIS INDENTURE WITNESSETH: That **Vernon E. Boyer and Ethel T. Boyer,**
husband and wife

of the city of **Hammond (Whiting P.O.)**, County of **Lake**, State of **Indiana**
MORTGAGE AND WARRANT TO **Liberty Savings and Loan Association of Whiting, a**
corporation organized and existing under the laws of the State of Indiana

of the City of **Whiting**, County of **Lake**, State of **Indiana**, the following described
Real Estate situate in the City of **Hammond**, County of **Lake**, State of **Indiana**, to-wit:

The North 40 feet of Lot 26, in Block 6, as marked and laid down on the recorded plat of Forsyth's Sheffield Subdivision of Block 6, part of Block 5 and part of Block 4, of that part of the West fractional quarter of Section 6, Township 37 North, Range 9 West of the 2nd P.M., lying North of Indianapolis Boulevard and South of the Pittsburgh, Fort Wayne and Chicago Railroad, in the City of Hammond, Lake County, Indiana as the same appears of record in Plat Book 15 page 30, in the Recorder's Office of Lake County, Indiana.

with all rights, privileges and appurtenances thereto belonging; all buildings and improvements now or hereafter placed or erected thereon; all rents, issues and profits thereof; and all plumbing, heating, and lighting fixtures and all equipment now or hereafter attached to or connected with said premises.

THIS MORTGAGE IS GIVEN TO SECURE the payment of an indebtedness owing to mortgagee as evidenced by One (1) promissory notes, the terms of which are incorporated herein by reference, executed by the mortgagor

bearing even date herewith, in the aggregate sum of **Two Thousand Two Hundred Fourteen & 73/100 DOLLARS,**
(\$2,214.73)

for the following amounts and due as follows: **In 36 successive monthly installments each of \$61.53 except the final installment which shall be the balance due on this note, commencing on the 15th day of November, 1970, and on the same date of each month thereafter until paid, with interest on principal, after maturing of entire balance as herein provided, at the highest lawful rate, and 15% per cent of the principal and interest of this note, or at the option of the holder, a reasonable sum as attorney's fees, if placed in the hands of an attorney for collection after default,**

and any and all renewals of such indebtedness in whole or in part, in whatsoever form or denomination such renewals may be, each of which said notes is payable at **Liberty Savings and Loan Association of Whiting**, bears interest payable thereon as therein provided, **percent per annum, provides for reasonable attorney fees and waives valuation and appraisal laws.**

THE MORTGAGOR FURTHER REPRESENTS AND COVENANTS AS FOLLOWS:

That he is the owner in fee simple of the hereinbefore described real estate, buildings, improvements, appurtenances, rents, profits, fixtures and equipment mortgaged hereby and that this mortgage is a first lien thereon, subject only to the following:
2nd

That he will pay all notes, obligations, liabilities and indebtedness secured hereby and all sums payable hereunder promptly when and where the same become due, with reasonable attorney fees and without relief from valuation and appraisal laws; that he will pay when the same fall due all prior and subsequent encumbrances and liens on said mortgaged premises or any part thereof and will procure at his own expense for mortgagee all instruments and provisions of law, and any such remedy or remedies so pursued by this mortgagee shall not be exclusive, but shall be cumulative, and the exercise of any remedy or right by the mortgagee shall not operate to bar or abridge the mortgagee's right to pursue any other remedy or remedies. Any delay or failure at any time by the mortgagee to enforce or require performance by the mortgagor of any of the provisions of this mortgage shall in no way affect the right of the mortgagee to enforce the same, nor shall such delay or failure be construed as a waiver by the mortgagee of the right to enforce any of the provisions hereof without notice at any subsequent time, nor shall the waiver by the mortgagee of any breach of any provision hereof be taken to be a waiver of any succeeding breach of any of the provisions hereof nor as a waiver of the provision itself. Upon default by the mortgagor in the performance of any of his covenants hereunder, this mortgage shall operate as an assignment by the mortgagor to the mortgagee of all rents, issues and profits due and/or accruing from the mortgaged premises, and the mortgagee shall be entitled to collect the same and to deduct therefrom its reasonable charges for such collection, and apply the balance, at mortgagee's option, on unpaid taxes and assessments, repairs, and/or the indebtedness secured hereby. Upon commencement of an action to foreclose this mortgage, the mortgagee shall be entitled to have a receiver appointed without notice and irrespective of the value of the mortgaged premises or the solvency of the mortgagor, and the mortgagor hereby consents to the appointment of such receiver; said receiver is hereby authorized, pending the final decree in such proceedings and during any period allowed by law for redemption from any sale ordered therein, to take possession of the mortgaged premises and to collect the rents, issues and profits therefrom and apply the same toward the payment of the indebtedness secured by this mortgage and/or to the expenses of the receivership, taxes, assessments, insurance, repairs and such other items as such receiver may deem proper for the preservation of the mortgaged premises.

No sale, transfer, or assignment by the mortgagor of the premises hereby mortgaged or any part thereof and no forbearance or delay on the part of the mortgagee or its assigns, and no renewal or extension of the time for the payment of any of the indebtedness hereby secured shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein either in whole or in part, and all notice of any renewal, extension, delay, failure or other forbearance is hereby expressly waived. In the event the property mortgaged by this instrument is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness secured by this instrument, the mortgagee shall be entitled to a deficiency judgment.

Any person, firm or corporation to whom said mortgaged premises or any part thereof shall be conveyed, transferred or assigned, or who shall acquire a mortgage, judgment or other lien thereon, subsequent to the date hereof, shall take such conveyance, mortgage, judgment or other lien, subject to the rights of the mortgagee herein to renew or extend the maturity of any of the indebtedness here-

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by secured without obtaining the consent of such subsequent grantee or lienholder, and is hereby expressly given notice that any subsequent conveyance or lien shall be subject to the lien of this mortgage and the rights of the mortgagee hereunder, whether the whole or any part of the indebtedness secured hereby be incurred before or after the recordation or notice of such subsequent conveyance or lien. It is expressly understood and agreed that time is of the essence hereof; that this mortgage is given by the mortgagor for valuable consideration; that if this mortgage be executed by more than one mortgagor, every covenant and agreement herein contained shall be the joint and several obligation of the mortgagors; and that no notice of the exercise of any option granted to the mortgagee in this or any instruments secured hereby is required to be given. All the provisions hereof shall inure to the benefit of and be enforceable by any and all assignees or transferees of the mortgage; and when used in this mortgage or in the notes or other evidences of the indebtedness secured hereby, if the context requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands and seal, this 13th day of October 1970.

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Vernon E. Boyer (SEAL) Ethel T. Boyer (SEAL)

STATE OF Indiana } COUNTY OF Lake } ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 13th day of October, 1970, came Vernon E. Boyer and Ethel T. Boyer, husband and wife

and acknowledged the execution of the annexed instrument.

WITNESS MY HAND and Official Seal.

My Commission Expires April 9, 1974

Jean M. Progar Notary Public

This instrument prepared by Milan J. Kausky, Exec. Vice PRESIDENT

STATE OF } COUNTY OF } ss:

On this day of 19, personally appeared before me, a Notary Public in and for said County and State, and, respectively president and secretary of

and acknowledged the execution of the annexed mortgage as such officers for and on behalf of said corporation.

WITNESS MY HAND and Official Seal.

My Commission Expires

Notary Public.

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

OCT 15 9 30 AM '70

ANDREW J. MICEKNO RECORDER

Mortgage Equal Estate Mortgage

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