

See Doc # 119205

76104

Form No. 15-(8) 24563

3 76104

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH That AUREL COSTA AND CYNTHIA MAE COSTA, FORMERLY

KNOWN AS CYNTHIA MAE NURSE, HIS WIFE,

(hereinafter referred to as "Mortgagor") of

LAKE County, State of INDIANA

MORTGAGE

AND WARRANT to MERCANTILE ALL IN ONE LOANS, INC.

3319 NORTH MARSHFIELD

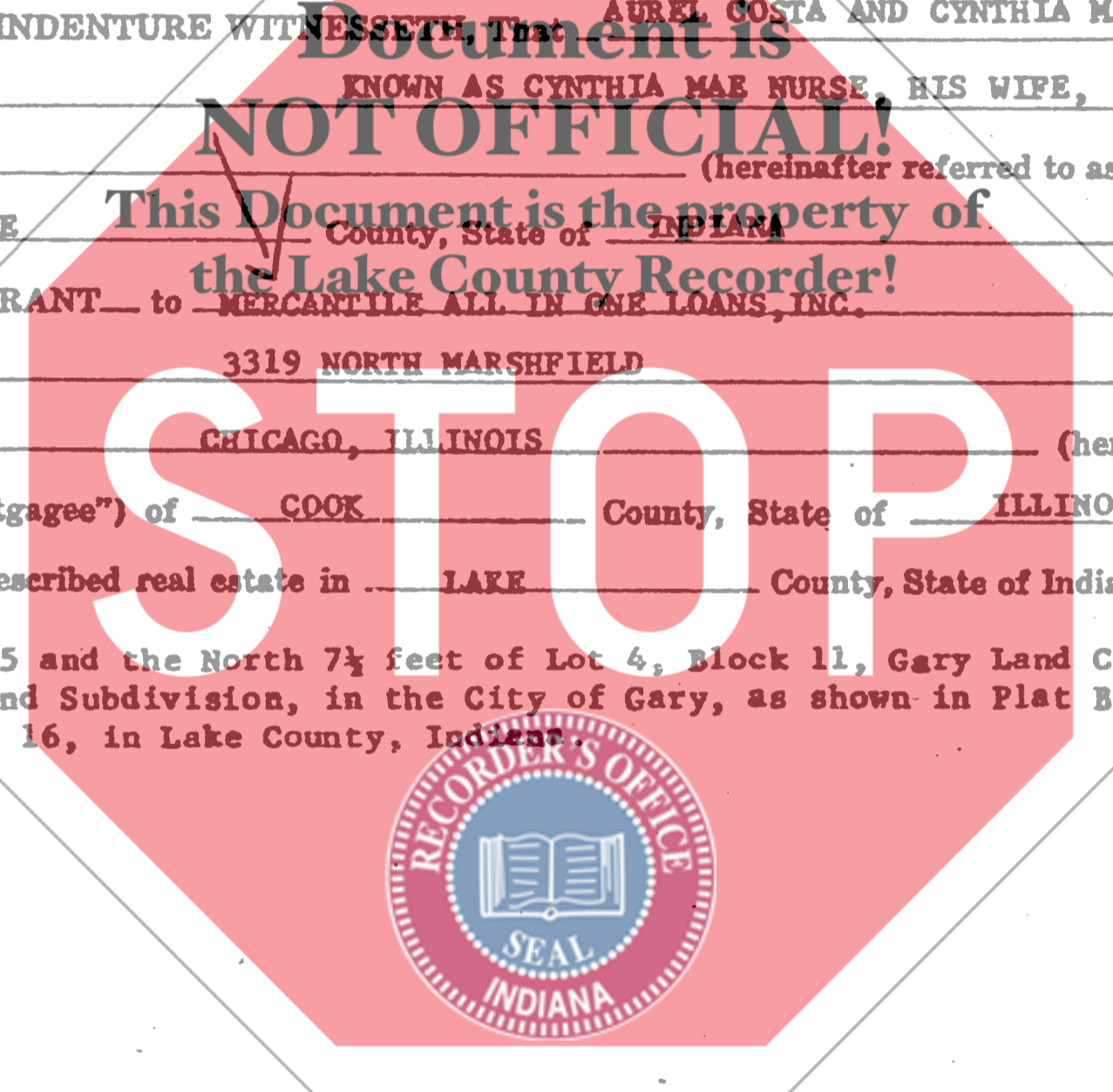
CHICAGO, ILLINOIS

(hereinafter referred

to as "Mortgagee") of COOK County, State of ILLINOIS, the

following described real estate in LAKE County, State of Indiana:

Lot 5 and the North 7 1/2 feet of Lot 4, Block 11, Gary Land Company's Second Subdivision, in the City of Gary, as shown in Plat Book 10, Page 16, in Lake County, Indiana.



FOR ASSIGNMENT OF RENTS SEE DOC.# 76105

STATE OF INDIANA'S 12  
LAKE COUNTY  
FILED FOR RECORD

OCT 15 9 31 AM '70

ANDREW J. MICKENKO  
RECORDER

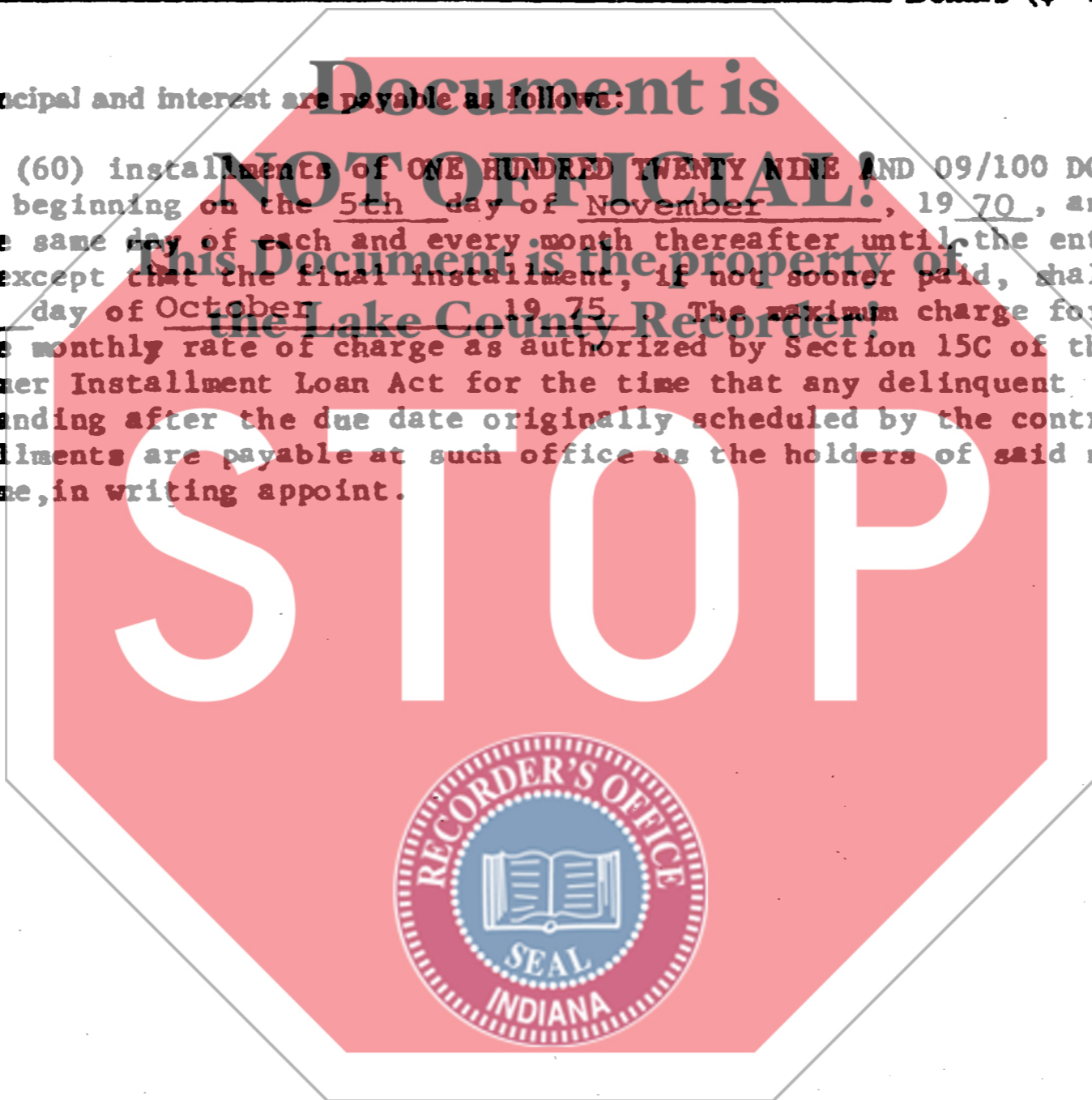
(hereinafter referred to as "Mortgaged Premises") together with all improvements now or hereafter situated on the Mortgaged Premises or used in connection therewith, and all rights, privileges, interests, easements, hereditaments and appurtenances now or hereafter thereunto belonging or appertaining, and all fixtures now or subsequently attached to or used in connection with the Mortgaged Premises, and all the rents, issues, income and profits thereof.

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This Mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note (hereinafter referred to as the "Note") dated September 29th, 1970, in the principal amount of \_\_\_\_\_  
SEVEN THOUSAND SEVEN HUNDRED FORTY FIVE AND 40/100 Dollars (\$ 7745.40 ),

Said principal and interest are payable as follows:

SIXTY (60) installments of ONE HUNDRED TWENTY NINE AND 09/100 DOLLARS (\$129.09) each, beginning on the 5th day of November, 1970, and continuing on the same day of each and every month thereafter until the entire sum is paid, except that the final installment, if not sooner paid, shall be due on the 5th day of October, 1975. The maximum charge for delinquency shall be the monthly rate of charge as authorized by Section 15C of the Illinois Consumer Installment Loan Act for the time that any delinquent balance is outstanding after the due date originally scheduled by the contract. All installments are payable at such office as the holders of said note may, from time to time, in writing appoint.



The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

**1. Payment of Indebtedness.**

The Mortgagor shall pay when due all indebtedness secured by this Mortgage, on the dates and in the amounts, respectively, as provided in the Note and in this Mortgage, without relief from valuation and appraisal laws, and with attorneys' fees.

**2. No Liens.**

The Mortgagor shall not permit any lien of mechanics or materialmen to attach to the Mortgaged Premises or any part thereof.

**3. Repair of Mortgaged Premises; Insurance.**

The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in reliable insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

**4. Taxes and Assessments.**

The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.

**5. Advancements to Protect Security.**

The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this Mortgage; and all sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of eight per centum (8%) per annum; and such sums may include, but are not limited to, insurance premiums, taxes, assessments, and liens which may be or become prior and senior to this Mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this Mortgage or to the Mortgaged Premises.

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**6. Default by Mortgagor; Remedies of Mortgagee.**

Upon default by the Mortgagor in any payments provided for herein or in said Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, and this Mortgage may be foreclosed accordingly. Upon such foreclosure, the Mortgagee may continue the abstract of title to the Mortgaged Premises, without notice to the Mortgagor, and may add the cost thereof to the principal balance due.

**7. Non-Waiver; Remedies Cumulative.**

No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

**8. Extensions; Reductions; Renewals; Continued Liability of Mortgagor.**

The Mortgagee, at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefore, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises, and any such extension, reduction or renewal shall not affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.

**9. General Agreement of Parties.**

All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this Mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this Mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

THE NOTE SECURED BY THIS MORTGAGE WAS MADE IN AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

IN WITNESS WHEREOF, said Mortgagor has hereunto set their  
hand s and seal s this 29th day of September, 19 70

Signature Aurel Costa (Seal)  
Printed AUREL COSTA

Signature Cynthia Mae Costa (Seal)  
Printed CYNTHIA MAE COSTA

Signature \_\_\_\_\_ (Seal)  
Printed \_\_\_\_\_

Signature Cynthia Mae Nurse (Seal)  
Printed FORMERLY KNOWN AS CYNTHIA MAE NURSE

STATE OF ~~MISSOURI~~ ILLINOIS  
COUNTY OF COOK } SS:

Before me, a Notary Public in and for said County and State, personally appeared AUREL COSTA AND CYNTHIA MAE COSTA, FORMERLY KNOWN AS CYNTHIA MAE NURSE, HIS WIFE,

who acknowledge the execution of the foregoing Real Estate Mortgage.

Witness my hand and Notarial Seal this 29th day of September, 19 70

Signature Alan R. Edelson  
Printed Alan R. Edelson  
NOTARY PUBLIC

My commission expires  
February 13th, 1973