

FOR REL. SEE DOC # 309084
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Gary National Bank
59th Broadway
Gary, Indiana

(2)

REAL ESTATE MORTGAGE

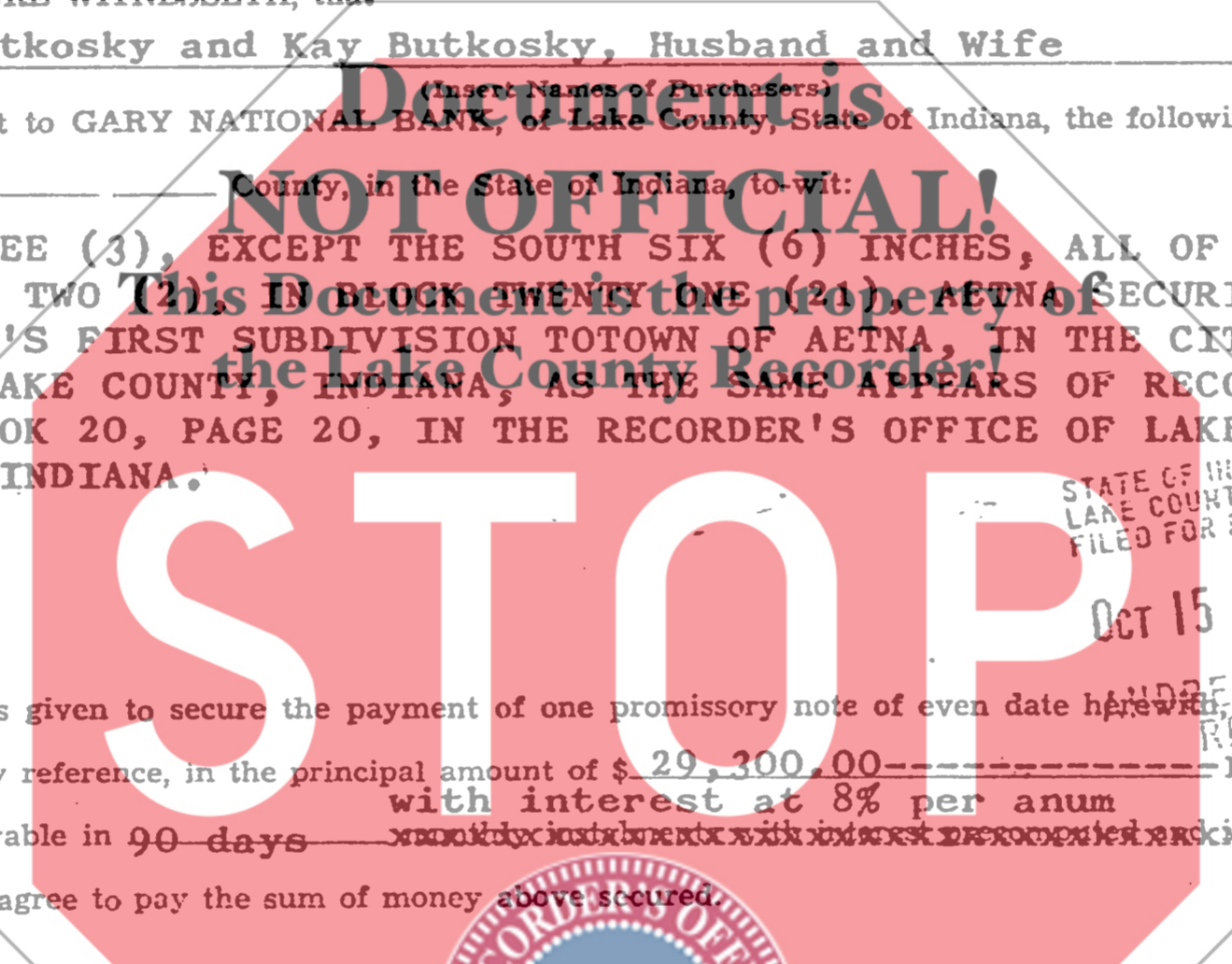
LAKE COUNTY TITLE COMPANY
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

THIS INDENTURE WITNESSETH, that

John Butkosky and Kay Butkosky, Husband and Wife

mortgage and warrant to GARY NATIONAL BANK, of Lake County, State of Indiana, the following described real estate in Lake County, in the State of Indiana, to-wit:

LOT THREE (3), EXCEPT THE SOUTH SIX (6) INCHES, ALL OF LOT ONE (1) AND LOT TWO (2) IN BLOCK TWENTY ONE (21) AETNA SECURITIES COMPANY'S FIRST SUBDIVISION TOTOWN OF AETNA, IN THE CITY OF GARY, LAKE COUNTY, INDIANA, AS THE SAME APPEARS OF RECORD IN PLAT BOOK 20, PAGE 20, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
OCT 15 2 05 PM '70
ANDREW J. HICERKO
RECORDER

The mortgage is given to secure the payment of one promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal amount of \$ 29,300.00 Dollars, executed by the Mortgagee herein, payable in 90 days with interest at 8% per annum and included therein and the Mortgagors expressly agree to pay the sum of money above secured.

MORTGAGOR HEREBY AGREES: To neither commit nor suffer waste to be committed of said property, to keep the improvements now existing or hereafter erected on the mortgaged property insured, as may be required from time to time by the mortgagee, against loss by fire and other hazards, casualties, and contingencies, in such amounts and for such period as may be required by the mortgagee, in insurance companies to be selected by the mortgagee and to maintain said insurance during the life of this mortgage, said insurance policies to carry standard mortgage clauses in favor of mortgagee herein and to be held and kept by said mortgagee herein as so much additional security; that he will pay all taxes and assessments that may be levied or assessed upon or against said premises as the same shall become due and payable. Upon failure or refusal of the mortgagor herein to provide and furnish said insurance to mortgagee herein, or to pay said taxes or assessments, mortgagor hereby expressly authorizes said mortgagee to procure said insurance and/or to pay such taxes and assessments, and agrees that the sum or sums of money advanced for such purpose shall become a part of the debt hereby secured and shall draw like interest; that the mortgagee may pay any senior liens or encumbrances upon or against said real estate and that the money advanced for such purpose shall become a part of the debt hereby secured and shall draw a like interest; that upon the payment of such senior lien(s) or encumbrance(s) by said mortgagee, or in case mortgagee shall be compelled to pay any taxes or assessments, or to furnish insurance, then and in either or all of such cases, said mortgagee shall have the right, at its option, other clauses herein notwithstanding, to declare the entire debt secured hereby due and payable forthwith, without notice or demand, and to proceed with the collection thereof by foreclosure of this mortgage or otherwise. Mortgagor further agrees that upon default of any of the covenants or conditions herein contained, or if any part of the debt secured hereby, either principal or interest, shall remain unpaid for thirty days after maturity, said mortgagee may, at its option, declare the entire debt secured hereby to be due and payable forthwith, without notice or demand and proceed with the collection thereof either by foreclosure of this mortgage or otherwise; provided, however, that the omission of said mortgagee to so exercise said option shall not be construed as a waiver thereof and shall not preclude said mortgagee from exercising same for any subsequent default, and nothing but a written contract of the mortgagee shall be a waiver of said option. Any notice which might be required by and under the terms hereof is hereby expressly waived by and on the part of the mortgagor herein.

IT IS FURTHER AGREED generally that the mortgagee may at its election, advance and pay any sum of money that in its judgment may be necessary to perfect the title of said mortgaged premises in said mortgagor or to preserve the security intended to be given by this mortgage, and any and all sums of money so advanced and paid shall be and they are hereby made a part of the mortgage debt and shall draw a like interest, and may at any time or times in succession, without notice, extend the time of payment of the indebtedness hereby secured to any person or persons then under obligation to pay such indebtedness, or affected by the lien hereby created, upon such terms as may be agreed upon by the mortgagee and the party requesting the extension. The mortgagor expressly agrees to pay the sums of money above secured and mortgagee's collection charge and attorney fees without relief from valuation and appraisal laws.

MORTGAGOR FURTHER AGREES in the event of foreclosure and sale of the premises mortgaged, that he will pay to the mortgagee a sum of money equal to the reasonable rental value of said premises during his occupancy of the same after the issuance of the certificate of sale unless redemption shall be made as provided by law.

IT IS FURTHER AGREED that in case mortgagee herein shall be made a party to any suit filed in any court by reason of its being mortgagee herein, or is at any time called upon to defend said mortgage and its interest in and to said property under the terms of said mortgage, the mortgagor will pay unto the mortgagee all expense incurred by said mortgagee, including a reasonable attorney fee, in so defending its interest in said property by reason of said mortgage, in protecting the lien thereof, or in protecting itself in said suit.

THE COVENANTS herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The interests of the parties herein is subject to all covenants, easements and restrictions in the original recorded plat of the subdivision herein described.

IN WITNESS WHEREOF, the said mortgagor(s) have hereunto set their hand(s) and seals this 9th day of October, 19 70

This Instrument prepared for Gary National Bank by H. W. Stevens, Vice President.

John Butkosky
Kay Butkosky

STATE OF INDIANA, Lake COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 9th day of October, 19 70, personally appeared John Butkosky and Kay Butkosky

and acknowledged the execution of the annexed Mortgage.

WITNESS my hand and Notarial Seal. FRANCES J. BERES

Notary Public