

Note: This processory by Indiana State Bar Association for 10 Mariana Note: This processory by Indiana State Bar Association for 10 Mariana Note: This processory of the mariante practice of two and it finited to practicing factory. REAL ESTATE MORTGAGE THIS INDENTURE WITNESSETH, That LOUIS KARNEAS and WILLIAM H. SCHNE Document is backelors. (the "Mortgagor") of Note of County, That Louis Karneas and WILLIAM H. SCHNE Document is the "Mortgagor" of Lake County, State of Indiana, Mortgage AND WARRANT This Selder Hotal is Theory of Harmone Tradiana, Incorporate Mortgage of the County, State of Indiana, Incorporate Mortgage of the Mortgage of the County, Indiana Lots 22 and 23, Muenich's Addition to the City of Harmond, as shown in Plat Book 2, page 86, in Lake County, Indiana This is a second mortgage funior and inferior to the mortgage given to Hooster State Said Hard, the sum of \$35,000.00, dated September 22, 1970 and County, Indiana This has been done to be recorded to the County, Indiana September 22, 1970 and County, Indiana This has been done to be recorded to the September 24, 1970 in the Office of the Recorder of Lake County, Indiana This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated 25 Sep. 1970, in the principal amount of Twenty-five thousand Dollars (\$25,000.09 with interest as therein provided and with a final maturity date of December 1, 1985							
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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 or in this mortgage, without relief from valuation and appraisement laws, and with attorneys' fees.
- 2. No Liens. The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
- 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 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. 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. 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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Form No. 15

- 6. Default by Mortgagor; Remedies of Mortgagee. Upon default by the Mortgagor in any payment provided for herein or in the 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 entire indebtedness secured hereby shall become immediately due and payable at the entire indebtedness secured hereby shall become immediately due and payable at the entire indebtedness secured hereby shall become immediately due and payable at the entire indebtedness secured hereby shall become immediately due and payable at the entire indebtedness secured hereby shall become immediately due and payable at the entire indebtedness secured hereby shall become immediately due and payable at the entire indebtedness secured hereby shall become immediately due and payable at the entire indebtedness secured hereby shall be come immediately due and payable at the entire indebtedness secured hereby shall be come immediately due and payable at the entire indebtedness secured hereby shall be appointed for the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, 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 therefor, 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. No such extension, reduction or renewal shall 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.



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Signature a cour Kanuba	Signature William H. Schneid
Printed LOUIS KARUBAS	Printed WILLIAM H. SCHNEIDER
Signature	Signature
	Printed
state of Indiana county of Lake ss:	
Before me, a Notary Public in and for said	County and State, personally appeared
Before me, a Notary Public in and for said Louis Kanubas and Will	
Louis Kanubas and Will who acknowledged the execution of the foreg	oing mortgage. 8 day A October 1970 nature McChurch Connection
Louis Kanubas and Will who acknowledged the execution of the foreg Witness my hand and Notarial Seal this Sign	iam H. Schneider oing mortgage. 8 day A October 1970
Louis Kanubas and Will who acknowledged the execution of the foreg	oing mortgage. 8 day A October 1970 nature McChurch Connection