

FOR REL. SEE DOC. #

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for Affidavit See Doc

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Inv. 643??

Louis J. Mark, Atty
11 South LaSalle St
Chgo, Illinois

ORIGINAL

LAKE COUNTY TITLE COMPANY
DIVISION OF CHICAGO TITLE INSURANCE COMPANY

77735

MORTGAGE

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HS
LJL
RJT

THIS INDENTURE, made this 24th day of September, A.D., 1970
by and between HOWARD BLUMENTHAL, LESLIE F. TANKEL and JEROME K. TANKEL,
and Lois J. Blumenthal, wi. of Howard Blumenthal, Bonnie L. Tankel, wife of
Leslie F. Tankel, and Roberta L. Tankel, wife of Jerome K. Tankel, hereinafter
sometimes called the "Mortgagor(s)," party of the first part, and CARL
KLAPER and KATE FRIEDMAN KLAPER hereinafter sometimes called the "Mortgagee,"
party of the second part, WITNESSETH:

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RJT

THAT WHEREAS, in order to evidence their just indebtedness to the
mortgagee in the principal sum of Thirty thousand and No/100-----
dollars (\$30,000.00) for money loaned by the mortgagee, the mortgagor(s)
executed and delivered their certain promissory note bearing the date of the
24th day of September, A.D., 1970, to be provided to the order
of the mortgagee in lawful money of the United States of America at the
home of the mortgagee in the City of Calumet, Cook County, Illinois, with
interest on said principal sum remaining unpaid from time to time at the
rate of six per cent (6%) per annum payable monthly until maturity, and
attorney's fees, without relief from valuation and appraisal laws, and
with interest after maturity, until paid, at the highest rate for which
it is now lawful to contract, said indebtedness being payable as follows:

In successive monthly installments of Three Hundred Thirty-Three -&- 07/100th
dollars (\$333.07) per month, commencing on the 24th day
of October , 1970 , and continuing on the corresponding
day of each calendar month thereafter, to be applied first to interest
on the unpaid balance due thereunder, and the remainder to the principal
due thereunder, until said note is paid in full, and providing that
all indebtedness then remaining unpaid thereunder shall be due and
payable on the 24th day of September 1980' , and with the
privilege of making extra payments at any time.

NOW THEREFORE, the mortgagor(s), in consideration of the money con-
currently loaned as aforesaid, and in order to secure the prompt payment
of said principal note and interest, and to better insure the punctual and
faithful performance of all and singular the covenants and agreements herein
undertaken to be performed by the mortgagor(s), do(es) hereby MORTGAGE
and WARRANT unto the mortgagee, its successors and assigns, all and singular
the real estate situate, lying and being in the County of Lake, and State
of Indiana, known and described as follows, to-wit:

Lot No. Twenty-five (25), in Block No. Five (5), as
marked and laid down on the recorded plat of Caroline
Hohman's Addition to the Town, now City of Hammond,
in Lake County, Indiana, as the same appears of record
in Plat Book 1, page 42, in the Recorder's Office of
Lake County, Indiana,

together with all and singular the tenements, hereditaments, privileges
and appurtenances thereunto belonging or in any wise appertaining, and the
rents, issues and profits thereof, and all buildings and improvements
thereon, or that may hereafter be placed thereon; also all the fixtures
of every kind and nature necessary or proper for the use and maintenance
of said real estate and premises that are now or may hereafter be placed
thereon; and, also all the right, title, interest and estate of the mortgagor(s)
in and to said premises, hereby releasing and waiving all rights under and by
virtue of any and all valuation and appraisal laws of the State of Indiana,
and all right to retain possession of said premises after any default in pay-
ment of the indebtedness hereby secured, or any part thereof, or breach of
any of the covenants or agreements herein contained.

MOREOVER, the mortgagor(s) expressly covenant(s) and agree(s) with the
mortgagee as follows, to-wit:

1. That the mortgagor(s) will pay all the said note and indebtedness
herein mentioned according to the tenor and effect of said note, and will
pay all sums of money hereby secured or intended to be secured, all with

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LAKE COUNTY
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attorney's fees and without relief from valuation and appraisal laws.

2. That the mortgagor(s) will keep the buildings, fences, fixtures, improvements and betterments now on said premises, or that may hereafter be erected thereon, in as good condition as at the present time, and will neither commit nor permit waste on said premises, and will neither do nor permit to be done upon said premises anything that may tend to diminish the value thereof.

3. That the mortgagor(s) will pay, before the same become delinquent, all taxes, assessments and special assessments of every kind that may be levied upon said premises or any part thereof.

4. That the mortgagor(s) will keep all buildings that may be at any time on said premises during the continuance of said indebtedness insured against fire and windstorm, in such company or companies as may be satisfactory to the mortgagee, and for such amount as the mortgagee may from time to time direct, (the loss or damage to be made payable to the mortgagee as its interest may appear), and forthwith upon issuance thereof will deposit such policies with the mortgagee.

5. That in case the mortgagor(s) fail(s) to pay any tax, assessment, or special assessment, or fail(s) to keep the buildings, fences, and fixtures on said premises in good repair and insured as above provided, the mortgagee may pay such taxes, assessments or special assessments, or may redeem said premises from sale for taxes, assessments or special assessments, make repairs or procure insurance, and may pay, remove or discharge any claim, lien or encumbrance, or may purchase any tax title or claim against said premises, and protect the title and possession thereof, in order to preserve the priority of the lien of this mortgage thereon, and may employ attorneys at law to perform any service connected with this mortgage, or to prosecute or defend any suit affecting or involving this mortgage.

or the title or possession of said premises, and that all moneys paid for any such purpose and all moneys laid out by the mortgagee to protect the lien of this mortgage and the security intended to be effected hereby, shall be immediately due and payable with interest thereon at the rate of eight per centum (8%) per annum, and become so much additional indebtedness secured by this mortgage, and the mortgagor(s) agree(s) to pay all sums so advanced with interest, without relief from valuation and appraisal laws; provided, however, that it shall not be obligatory upon the mortgagee to advance money for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessments or special assessments, or tax sales (the receipt of the proper officers being conclusive evidence of the validity and amount thereof), or into the necessity of such repairs.

6. That if default be made in the performance of any of the covenants or agreements herein or in said note contained, on the part of the mortgagor(s) to be kept and performed, then the whole of said indebtedness secured hereby, including all payments for liens, taxes, assessments, special assessments, insurance, attorney's fees, costs, charges or expenses, shall, at the election of the mortgagee, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein to the contrary notwithstanding, and thereupon the mortgagee shall have the right (either with or without process of law, using such force as may be necessary) to enter upon and possess, hold and enjoy said property, and to lease the same or any part thereof upon such terms as to it shall seem best, and to collect and receive all the rents, issues and profits thereof, and to make alterations, improvements and repairs, effect insurance, pay taxes, assessments and special assessments, and do all such other things as may be deemed necessary for the proper protection of the property; and the mortgagee shall have the right to foreclose this mortgage and shall have all other rights and remedies that the law provides, and sale under foreclosure decree shall be without relief from valuation and appraisal laws.

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7. That upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the mortgagee, may appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits of said premises during the pendency of such foreclosure, and until the time to redeem the same from foreclosure sale shall expire, and out of rents, issues and profits, to make necessary repairs and to keep the premises in proper condition and repair, and to pay all taxes, assessments and special assessments, to redeem from sale for taxes, assessments and special assessments, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases.

8. That in case suit be brought to foreclose this mortgage, an adequate and reasonable sum shall be allowed to the mortgagee in such proceedings for attorney's fees and the costs of a complete abstract of title to said premises, which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.

9. That the mortgagee, at its option, may extend the maturity of the note and indebtedness secured hereby, or any balance due thereon, from time to time, upon written agreement executed by the mortgagor(s), for such further periods, at such rate of interest, and upon such conditions as may then be agreed upon, and no such extension, and no forbearance or delay of the mortgagee in enforcing any of the provisions of this indenture, shall operate to impair the lien hereof or waive any rights accrued or that might accrue hereunder.

10. That this indenture and the note secured hereby are made and executed under, and are, in all respects, to be construed by the laws of the State of Indiana, and that the various rights, powers, options, elections, appointments and remedies herein contained shall be construed as cumulative, and no one of them as exclusive of any other or of any right or remedy allowed by law, and all shall inure to the benefit of the successors and assigns of the mortgagee and of all holders of said note.

11. That whenever the mortgagor(s) shall have fully paid the indebtedness hereby secured, with all the interest thereon, and up to that time, shall have well and truly performed all and singular the covenants and agreements herein undertaken to be performed, then all of such covenants and agreements shall cease and determine (but not otherwise), and the mortgagor(s), or the successors or assigns thereof, shall be entitled to a satisfaction of this mortgage, but shall pay the expense of recording the same.

~~IN WITNESS WHEREOF, the mortgagor(s) have executed this instrument under seal the day and year first above written.~~

12. This mortgage secures a note of even date signed by the mortgagors and executed and delivered as part of the purchase price.

IN WITNESS WHEREOF, the Mortgagors have executed this instrument under seal the day and year first above written.

Lois J. Blumenthal
Lois J. Blumenthal
Bonnie L. Tankel
Bonnie L. Tankel
Roberta L. Tankel
Roberta L. Tankel

Howard Blumenthal
Howard Blumenthal
Leslie F. Tankel
Leslie F. Tankel
Jerome K. Tankel
Jerome K. Tankel

(Trading as the Standard Beauty Supply Real Estate Trust)

HB X
29.2 X
YK X

KRRRT

MORTGAGORS

77735

STATE OF ^{CLUBS} INDIANA)
COUNTY OF LAKE) SS:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared

HOWARD BLUMENTHAL, LESLIE F. TANKEL, and JEROME K. TANKEL and Lois J. Blumenthal, wife of Howard Blumenthal, Bonnie L. Tankel, wife of Leslie F. Tankel and Roberta L. Tankel, wife of Jerome K. Tankel and acknowledged the execution of the above and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Document is the property of the Lake County Recorder!

GIVEN under my hand and official seal this 24th day of September 1970



[Signature]
Notary Public

My commission expires: March 20, 1973

STATE OF _____, COUNTY OF _____, SS:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared

and acknowledged the execution of the above foregoing instrument as free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____ 19 _____

My commission expires: _____ Notary Public

