

FOR REL. SEE DOC #

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FHA FORM NO. 2118m  
(Rev. March 1970)

# MORTGAGE

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THIS MORTGAGE, made the 26th day of October, A.D. 1970, between Roger T. Josleyn and Diana Josleyn, husband and wife of the City of Gary in the County of Lake and State of Indiana

(hereinafter with their heirs, executors, administrators, and assigns called the mortgagor), and

COLONIAL TITLE INSURANCE CORPORATION  
a corporation organized and existing under the laws of State of Indiana  
(hereinafter with its successors and assigns called the mortgagee)

WITNESSETH: That whereas the mortgagor is justly indebted to the mortgagee for money borrowed in the principal sum of ELEVEN THOUSAND ONE HUNDRED AND NO/100ths Dollars (\$ 11,100.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, with interest from date at the rate of Eight and One-Half per centum ( 8 1/2 %) per annum on the unpaid balance until paid, the said principal and interest to be payable at the office of Colonial Title Insurance Corporation in Fort Wayne

Indiana, or at such other place as the holder may designate in writing, in monthly installments of Eighty-Five and 36/100ths Dollars (\$ 85.36), commencing on the first day of December, 1970, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced thereby, if not sooner paid, shall be due and payable on the first day of November, 2000.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the mortgagor, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note, above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the mortgagee, all the following described lands and premises, situated and being in the City of East Gary in the County of Lake and State of Indiana, to wit:

Lot 20, except the East 25 feet thereof, all of Lot 21 and the East 15 feet of Lot 22 in Block 8 in Greater Gary Subdivision No. 3, in the City of East Gary, as per plat thereof, recorded in Plat Book 15 page 29, in the Office of the Recorder of Lake County, Indiana.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
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ANDREW J. HIGENKO  
RECORDER

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all plumbing, heating and lighting fixtures, and equipment now or hereafter attached to or used in connection with said premises,

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**AND THE MORTGAGOR FURTHER COVENANTS AS FOLLOWS:**

1. That he will pay the indebtedness as provided in said note and this mortgage; and that he is the owner of said premises in fee simple. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the mortgagee an insurance premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the mortgagee upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

2. That, in order more fully to protect the security of this mortgage, he will pay to the mortgagee, together with, and in addition to, the monthly payments under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development, pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the mortgagor each month in a single payment to be applied by the mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage deed. In the event that any payment shall become overdue for a period in excess of fifteen (15) days, the mortgagor agrees to pay a "late charge" of ~~two~~ cents (2¢) (not to exceed two cents (2¢)) for each dollar (\$1) so overdue, for the purpose of defraying the expense incident to handling the delinquent payment.

3. That if the total of the payments made by the mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the mortgagee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by the mortgagee on subsequent payments to be made by the mortgagor. If, however, the monthly payments made by the mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments and insurance premiums, as the case may be, when the same shall become due and payable, then the mortgagor shall pay to the mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the mortgagor shall tender to the mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the mortgagee shall, in computing the amount of such indebtedness, credit to the account of the mortgagor all payments made under the provisions of (a) of paragraph 2 hereof which the mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the mortgagee acquires the property otherwise after default, the mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of said paragraph.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and in default thereof the mortgagee may pay the same; and that he will promptly deliver the official receipts therefor to the said mortgagee.

5. That he will take reasonable care of the mortgaged premises, and the buildings thereon, and will maintain the same in as good repair and condition as at the original date of this mortgage, ordinary depreciation excepted; and that he will commit or permit no waste, and do no act which would unduly impair or depreciate the value of the property as security.

6. That he will 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 periods as may be required by mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss mortgagor will give immediate notice by mail to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make



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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.

IN WITNESS WHEREOF, The said mortgagor has hereunto set their hands and seals this 26th day of October, 19 70.

*Roger T. Josleyn*  
ROGER T. JOSLEYN

*Diana Josleyn*  
DIANA JOSLEYN

Document is NOT OFFICIAL

This Document is the property of the Lake County Recorder!

The form of this instrument was prepared by the Office of the General Counsel of the Department of Housing and Urban Development, and the material in the blank space in the form was inserted by or under the direction of Leonard Ntepokoj of Colonial Title Insurance Corporation

STATE OF INDIANA,  
COUNTY OF LAKE

Before me, the undersigned, DAVID J. WILCOX, an official day of Lake County of the State of Indiana, on this 26th of October, 19 70, personally appeared Roger T. Josleyn and Diana Josleyn, Husband and wife and acknowledged the execution of the foregoing mortgage. Witness my hand and official seal the day and year last above written.



*David J. Wilcox*  
(Official title)  
DAVID J. WILCOX, Notary Public

My commission expires September 2, 1973

This form may be used as the security instrument in connection with mortgages to be insured under Sections 203 and 222, and in connection with "individual mortgages" to be insured under Sections 213, 220, 221, 233, 809 and 810 of the National Housing Act.

STATE OF INDIANA

LOAN NO. \_\_\_\_\_

Mortgage \_\_\_\_\_

TO \_\_\_\_\_

Received for record this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in Mortgage Record \_\_\_\_\_ at pages \_\_\_\_\_ of the records of \_\_\_\_\_ County, Indiana.

Recorder of \_\_\_\_\_ County, Indiana

\* GPO : 1970 O - 379-188

*P.H. 5.00*