

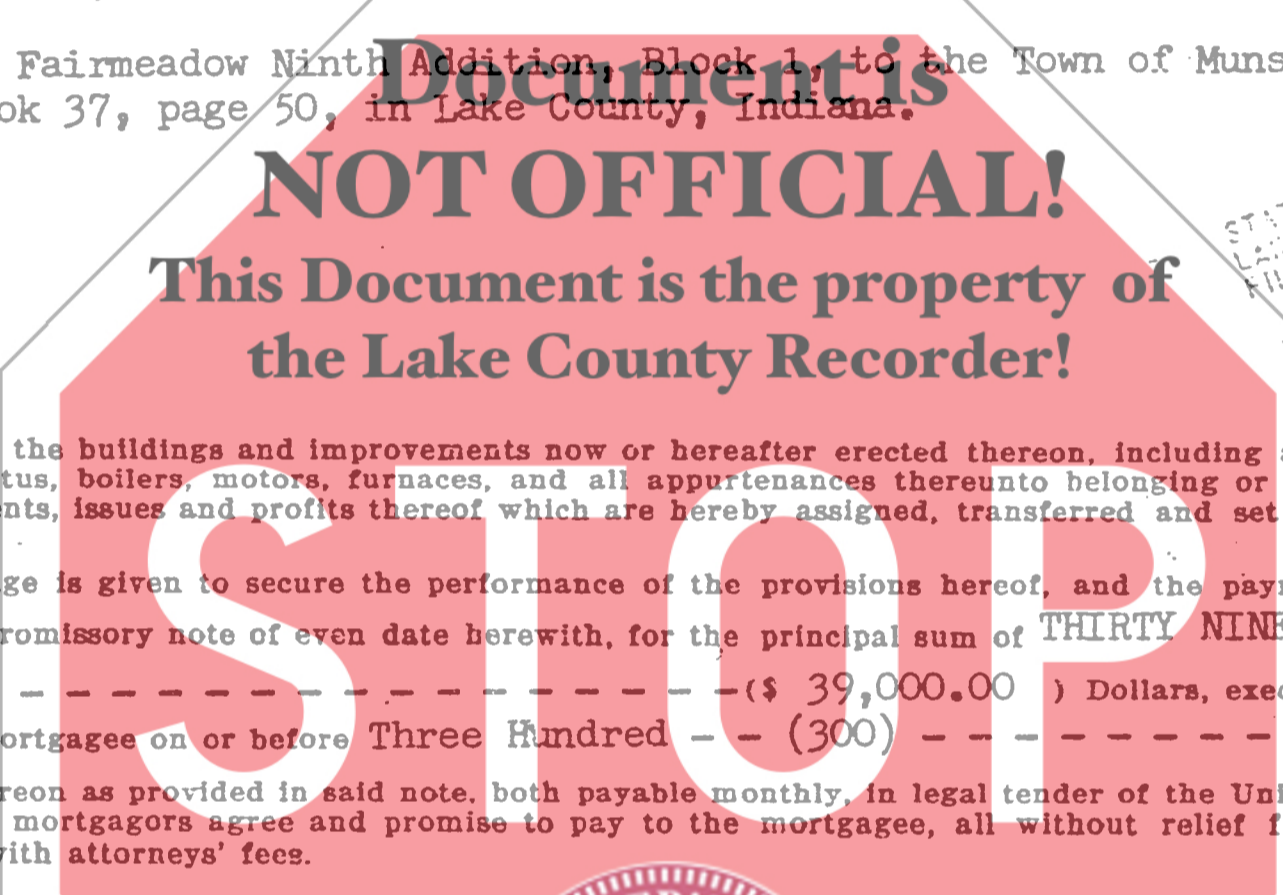
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70875 REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned
KIPTON KAPLAN and MARTHA ANN KAPLAN, husband and wife,
LAWYER'S TITLE INSURANCE CORPORATION
209 S. MAIN STREET
CROWN POINT, IND. 46307

County of Lake, State of Indiana, hereinafter referred to as "Mortgagors" do hereby mortgage and warrant to AMERICAN SAVINGS AND LOAN ASSOCIATION OF HAMMOND, an Indiana Corporation, organized and existing under the laws of the State of Indiana, hereafter referred to as "Mortgagee", the following described real estate situated in the County of Lake, State of Indiana, to-wit:

Lot 20, Fairmeadow Ninth Addition, Block 1, to the Town of Munster, as shown in Plat Book 37, page 50, in Lake County, Indiana.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
NOV 17 11 PM '70
ANDREW J. JENSEN
RECORDER

together with all the buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing apparatus, boilers, motors, furnaces, and all appurtenances thereunto belonging or in any way appertaining thereto, and all the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the mortgagee.

This mortgage is given to secure the performance of the provisions hereof, and the payment of a certain obligation evidenced by a promissory note of even date herewith, for the principal sum of THIRTY NINE THOUSAND AND NO/100 (\$ 39,000.00) Dollars, executed by the mortgagors and payable to the mortgagee on or before Three Hundred (300) months after date, with interest thereon as provided in said note, both payable monthly, in legal tender of the United States of America, which indebtedness the mortgagors agree and promise to pay to the mortgagee, all without relief from valuation and appraisal laws and with attorneys' fees.

The mortgagors expressly covenant and agree (1) to pay all taxes and special assessments levied against said real estate and improvements as the same become due and payable; (2) to keep all improvements located upon said real estate or hereafter located thereon insured against loss or damage by fire, windstorm, or such other events as the Mortgagee may require, with insurers approved by the Mortgagee, with suitable loss payable clauses to said Mortgagee; (3) to permit no waste to be committed upon said premises or allow said premises to be used for any illegal or immoral purposes; (4) to keep and maintain said premises in good condition and repair; and (5) in the event of the failure of the Mortgagors to keep these covenants or any part thereof, the Mortgagee may pay such taxes and assessments, procure such insurance, or make such repairs, and any sums so expended by said Mortgagee therefor, together with interest at eight per cent per annum, shall be and become a part of the debt secured by this mortgage.

In the event of any default in the payment of said note or the covenants of this mortgage, the Mortgagee may declare the entire debt due and foreclose said Mortgage, and in such event the Mortgagors shall pay all costs of said foreclosure, including the cost of continuations of abstracts of title, or policies of title insurance and in such event the Mortgagee is hereby given the right to obtain the appointment of a receiver, who shall take possession of said real estate under the usual powers and authority granted Receivers in such cases.

The Mortgagors shall make no material alterations to said real estate or remove any improvements therefrom without the written consent of the Mortgagee, and shall not permit or suffer any legal proceedings to be instituted against said real estate; and it is further understood and agreed that this mortgage is made subject to all regulations and by-laws of the said Mortgagee, which are hereby ratified and made a part of this contract, and all amendments that may be made before the final payment of this loan.

Said mortgaged premises shall not be sold or transferred without the written consent of the mortgagee, and no contract or agreement shall be entered into by the mortgagors whereby any one may acquire the right to a lien, mortgage or other encumbrance upon the mortgaged premises, without the written consent of the mortgagee first had and obtained.

This mortgage shall secure the payment of any additional loans or advancements, made by the Mortgagee to the Mortgagors at any time hereafter for the purpose of paying taxes, insurance premiums, making repairs or alterations or any other purpose within the discretion of the Mortgagee, provided only that the aggregate of the principal amount of indebtedness secured thereby shall at no time exceed the original principal amount hereof.

This mortgage and the note, the payment of which it secures, are hereby agreed to be made subject to the by-laws, rules and regulations of the mortgagee herein and the State laws concerning Building Loan and Savings' Associations, now in force or that may hereafter be in force and effect.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands and seals this 13th day of November 19 70

Kipton Kaplan
Kipton Kaplan
Martha Ann Kaplan
Martha Ann Kaplan

STATE OF INDIANA }
COUNTY OF LAKE } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, this 13th day of November 1970 personally appeared

KIPTON KAPLAN and MARTHA ANN KAPLAN, husband and wife,
and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal.

Helen F. Meyer
Helen F. Meyer Notary Public

My commission expires: June 1, 1974
This instrument prepared by: Helen F. Meyer