

FOR REL. SEE DOC #367623

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Please Enter In

American Trust and Savings Bank
WHITING, INDIANA
Real Estate Mortgage

THIS INDENTURE WITNESSETH, That Joseph F. Kmiec and Jean Kmiec, Husband and wife
of Lake County, in the State of Indiana MORTGAGE and WARRANT to
American Trust and Savings Bank of Whiting, Indiana

the following described real estate in Lake County, in the State of Indiana, as follows, to-wit:

Lot No. Twenty-Nine (29) as marked and laid down on the recorded plat of Vane Howard's Subdivision of Woodmar, in the City of Hammond, Lake County, as the same appears or record in Plat Book 28, Page 73, in the Recorder's Office of Lake County, Indiana.

This Document is the property of the Lake County Recorder!

STATE OF INDIANA
RECORDERS OFFICE
FILED FOR RECORD

NOV 17 2 31 PM '70

Together with all and singular, the tenements and appurtenances thereto belonging or in anywise appertaining, to secure the payment when the same shall become due, of one certain principal note of said mortgageor, bearing even date herewith, made to said American Trust and Savings Bank of Whiting, Indiana, with interest thereon at the rate of 7 3/4 % per annum, payable monthly, and at the maturity of the principal note, said principal note being for the following amount and due and payable as follows:

One Principal note for Twenty-eight Thousand and no/100 Dollars----- (\$28,000.00) payable as follows: Two hundred sixty-three and 57/100 (\$263.57) on the 10th day of each and every month beginning on the 10th day of December 1970 for 179 months succeeding, and a final payment of Two hundred sixty-three and 57/100 (\$263.57) on the 10th day of November, 1985. (Payment of \$263.57 monthly includes principal and interest.)

and this mortgage is given for the equal security and benefit of the holder or holders of any of said note described herein.

For the purpose of inducing the said mortgagee to make the loan hereby secured, the mortgageor S expressly represent and warrant to said mortgagee that they are the owner S in fee simple of the said premises herein mortgaged; that the title is clear and free from all incumbrances of whatever kind and nature, and that this mortgage is all and the only incumbrance on said premises, and that the said mortgageor S further represent that they are of the full age of twenty-one years, and the mortgageor S expressly agree to pay the sums of money above secured and attorney's fees, without relief from valuation and appraisement laws, and upon failure to pay any one of said note, or any part thereof at maturity, or the interest thereon, or any part thereof when due, or the taxes or insurance as hereinafter stipulated, then all of said note shall be due and collectible at mortgagee's option and notice of the exercise of said option is hereby expressly waived and said indebtedness shall be recoverable by a suit at law, or a foreclosure hereof, or both, to the same extent as if the same had matured by express terms. The omission of said mortgagee to exercise said option upon any default as aforesaid, shall not preclude it from the exercise thereof, upon any subsequent default.

And it is further expressly agreed that until all of said note is paid, said mortgageor S will keep all legal taxes, charges and assessments against said premises paid as they become due and will keep the building or buildings thereon insured for the benefit of the mortgagee, or its assigns, in such amount and in such company or companies as the mortgagee or its assigns may require or approve, and will make all insurance policies carried on said building or buildings payable to said mortgagee, or its assigns, as their interest may appear, and will deliver to the mortgagee, or its assigns, all such policy or policies and all renewals thereof, and failing so to do, said mortgagee, or its assigns, may pay all said taxes and assessments, or procure and pay for said insurance (this being optional with the mortgagee) and the amount so paid, together with interest at the rate of 8% per annum thereon, shall be a part of the debt secured by this mortgage, and in case of sale under foreclosure thereof from which time and until the period of redemption shall expire, said insurance shall be made payable to the holder of the certificate of sale.

It is further agreed generally, that said mortgagee may, at its election, advance and pay any sum of money that in its judgement may be necessary to perfect the title of said mortgaged premises in said mortgageor or to preserve the security intended to be given by this mortgage, and any and all sums of money so advanced and paid, with interest at the rate of 8% per annum, shall be and they are hereby made a part of the mortgage debt secured hereby.

In case of the filing of any bill in any court of competent jurisdiction to foreclose this mortgage, or any part thereof, it is agreed that the Court may appoint a suitable person Receiver with power to look after, care for and manage said property and collect the rents, issues and profits that may be derived therefrom during the pendency of such foreclosure suit and until the right to redeem said premises shall have expired, and such rents, issues and profits shall be applied toward the payment of said indebtedness, with costs thereon and attorney's fees.

And the mortgageor S further agree to pay for any continuation of abstract required or necessary for the foreclosure of this mortgage, or any part thereof, and for any documentary evidence required for the foreclosure hereof.

The said mortgageor S hereby expressly agree to pay all and singular the sums of money by this mortgage above secured, without relief from valuation and appraisement laws of the State of Indiana.

IN WITNESS WHEREOF, the mortgageor S have hereunto set their hands and seals this 11th day of November, 19 70

Joseph F. Kmiec (Seal)
Jean Kmiec (Seal)
Jean Kmiec (Seal)
(Seal)

"This instrument prepared by Rudolph F. Kapitan, Assistant Vice President"

79904

STATE OF INDIANA }
LAKE COUNTY } SS:

Before me, the undersigned, a Notary Public in and for said County, this 11th day of November, 1970, personally appeared Joseph F. Kmiec and Jean Kmiec, Husband and Wife and acknowledged the execution of the annexed mortgage.

Witness my Hand and Notarial Seal.

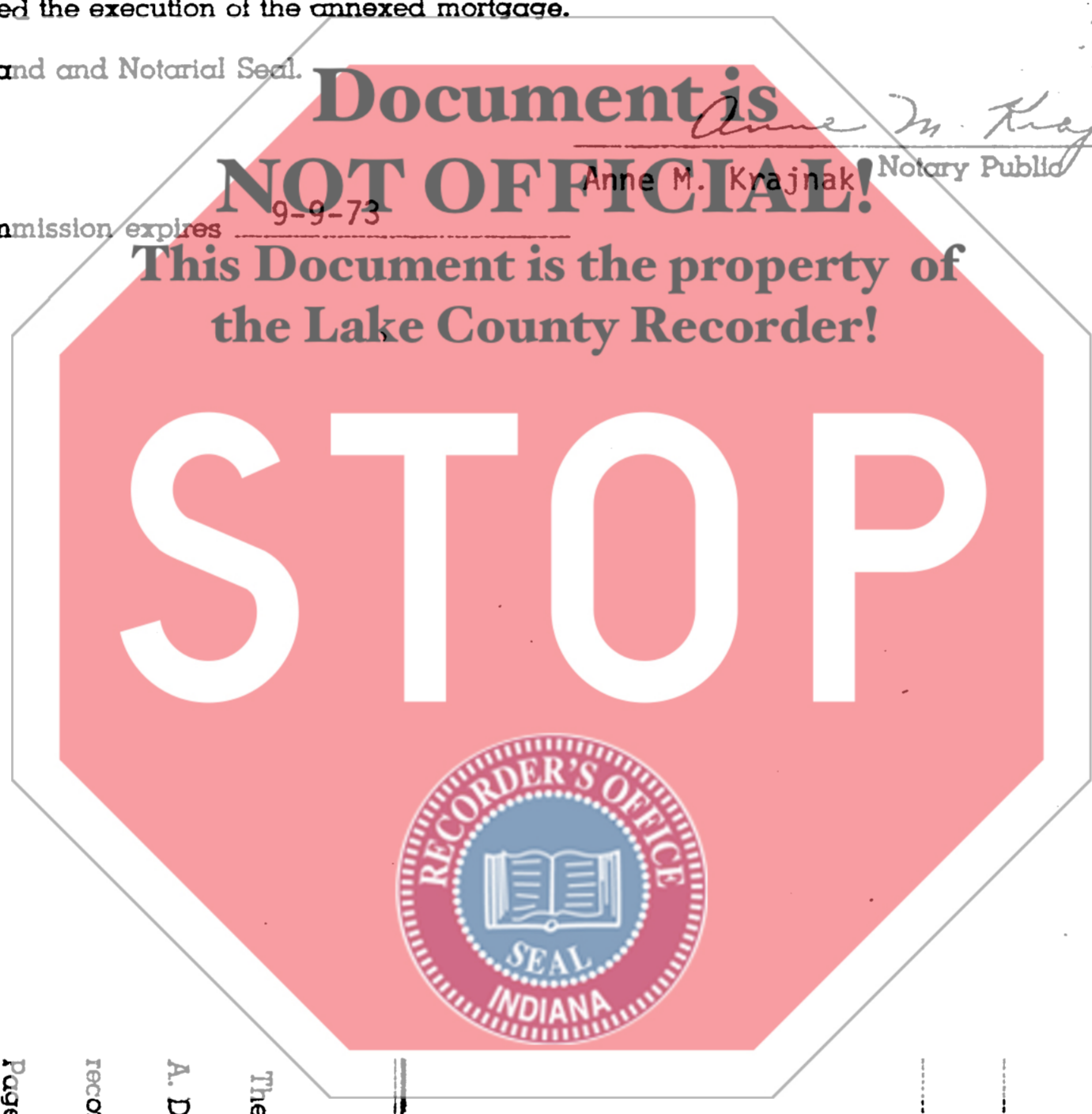
Document is

NOT OFFICIAL

Anne M. Krajnak
Anne M. Krajnak, Notary Public (Seal)

My Notarial Commission expires 9-9-73

This Document is the property of the Lake County Recorder!



No. _____
Paul Estate Mortgage
P.M.S.

Paul Estate Mortgage

TO

RECEIVED FOR RECORD

The _____ day of _____

A. D. 1970, at _____ o'clock _____ M. and

recorded in Record _____

Page _____

Recorder Lake County.

LAKE COUNTY PRESS