

FOR REF. SEE 000040  
01986/128610

Com 515270  
2 83049

~~PAPER NATL TIME INS. CO~~

— RETURN TO —  
Security Federal Savings and Loan Association  
of Lake County  
4518 Indianapolis Boulevard  
East Chicago, Indiana 46312

**REAL ESTATE MORTGAGE**

THIS INDENTURE WITNESSETH That BILLY H. PHIPPS and FREIDA S. PHIPPS, husband and wife

Lake County, Indiana, hereinafter referred to as "Mortgagors," MORTGAGE AND WARRANT to the SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKE COUNTY, a United States Corporation, in the City of East Chicago, Lake County, Indiana, hereinafter referred to as "Mortgagee," the following described real estate, in Lake County, Indiana, to-wit:

**Document is NOT EFFECTIVE**  
This document is the property of the Lake County Recorder

**STOP**

RECORDER'S OFFICE

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
DEC 17 1938 AM 7:10  
ANDREW J. HOGENRO  
RECORDER

Part of the North 49 rods of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 26, Township 34 North, Range 9 West of the 2nd Principal Meridian, described as: Beginning at a point 687.5 feet South and 400 feet East of the Northwest corner thereof, thence South and parallel to the West line thereof, 129.56 feet, more or less, to the South line thereof; thence East along the South line 120 feet; thence North 129.56 feet, more or less, to a point 687.5 feet South of the North line thereof, thence West 120 feet to the place of beginning, except the West 30 feet thereof, in Lake County, Indiana.

TOGETHER, with all the buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing apparatus, motors, boilers, furnaces, ranges, refrigerators, and all apparatus and fixtures of every kind, whether used for the purpose of supplying or distributing heat, refrigeration, light, water, air, power, or otherwise, including screens, window shades, storm doors and windows, and floor coverings, now in or which hereafter may be placed in any building or improvement now or hereafter upon said property, together with all the estate, right, title and interest of said Mortgagor in and to said property and the rents, issues and profits thereof which are hereby pledged, assigned, transferred and set over unto the Mortgagee, including all the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or any agreement for the use or occupancy of said property, or any part or parts thereof, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made and agreed to by the Mortgagors under the power herein granted to it, it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, and such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, and second to the payment of any indebtedness then due and secured hereby or incurred hereunder.

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 FIVE THOUSAND AND NO/100 Dollars, executed by the Mortgagors and payable to the order of Mortgagee on or before 120 Months

(5,000.00) Dollars, executed by the Mortgagors and payable to the order of Mortgagee on or before 10 years after date, with interest thereon as provided in said note, said principal and interest being payable at the main office of the Mortgagee in the City of East Chicago, Indiana, in regular monthly installments of SIXTY AND 67/100 Dollars each, payable on or before the 1st day of each calendar month hereafter, all of which indebtedness the Mortgagors severally promise and agree to pay to the order of the Mortgagee, all without relief from valuation and appraisal laws and with attorney's fees.

This mortgage shall secure the payment of any additional notes or loans made by the mortgagors to the mortgagee 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 the indebtedness secured thereby shall at no time exceed the original amount thereof.

**THE UNDERSIGNED AS MORTGAGORS FOR THEMSELVES AND THEIR HEIRS, LEGAL REPRESENTATIVES, VENDEES AND ASSIGNS FURTHER COVENANT AND AGREE AS FOLLOWS:**

- The Mortgagors will keep the buildings, improvements, and fixtures upon said real estate insured against loss or damage by fire, lightning, windstorms and explosions in a company or companies designated by or satisfactory to the holder of the said note, during existence of the debt hereby secured, for at least SIX THOUSAND AND NO/100 Dollars against each of the said hazards and all policies providing such insurance shall constantly be assigned, pledged and delivered to said Mortgagee, or to the holder of said note to settle and compromise all loss claims on all such policies, to demand, receive and receipt for all moneys payable thereunder and to apply the same toward the payment of said note, and in the event of foreclosure sale hereunder or other conveyance of the said real estate, the Mortgagors shall have power to assign such insurance policies to the purchaser. If Mortgagors shall ever fail to deliver to the Mortgagee a sufficient renewal policy at least fifteen days before any policy shall expire, then the Mortgagee may order such required new policy and charge the premium thereof to Mortgagors.
- The Mortgagors agree to pay all and singular the taxes, assessments, levies and encumbrances of every nature, heretofore, or hereafter assessed against the above described real estate before they become delinquent; and if the same be not promptly paid before they become delinquent, the Mortgagee or its representatives may at any time pay the same and the official receipts therefor shall be conclusive evidence of the validity and amounts of taxes and assessments so paid.
- To keep the said property in good repair and fully protected from the elements and if under construction to complete the same; to commit or permit no waste thereon and to do or permit no act by which the property hereby conveyed shall become less valuable; not to remove or permit removal of any buildings or other improvements, or fixtures of any kind from the said premises or construct any new improvements, additions to or structural changes in the present buildings thereon without the written consent of the Mortgagee, and that no fixtures will be installed subject to vendor's lien or other lien.
- In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, the Mortgagors promise to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a share account and withdrawn by it to pay such items; or (c) be credited to the unpaid balance of the said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay the said items is not sufficient, Mortgagor promises to pay the difference upon demand. If such sums are held or carried in a share account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.
- If said Mortgagee or its successors in interest shall at any time be made a party to any suit or proceedings affecting or questioning the title to or possession of or this lien on the said real estate or any improvements or fixtures thereon, the Mortgagors agree to pay all court costs and expenses and a reasonable attorney's fee incurred by the Mortgagee in such proceedings and the lien of this Mortgage shall secure the payment thereof to the Mortgagee.
- If at any time all or any portion of the above described mortgage property shall be taken, or damaged by condemnation proceedings under the power of eminent domain, any compensation awarded shall be paid directly to the Mortgagee and applied on the indebtedness hereby secured.
- Upon failure of the Mortgagors to do so the Mortgagee may pay taxes, assessments, insurance premiums, for necessary repairs and for otherwise protecting and preserving its security and all advances so made shall at once be due the Mortgagee in addition to the regular payments required by said note and shall bear interest at the rate provided in said note, payable monthly, from the date of advancement until paid and all advances so made shall be included as additional amounts secured by this instrument.

00000

8. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon, and not to commit waste or allow the same to be committed on said premises, and to keep said real estate and the improvements thereon in their present condition and repair, normal and ordinary depreciation excepted, and not to commit or permit to be committed on said premises any illegal or immoral acts.

9. 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 ANYONE MAY ACQUIRE THE RIGHT TO LIEN, MORTGAGE OR OTHERWISE ENCUMBER THE MORTGAGED PREMISES, WITHOUT THE WRITTEN CONSENT OF THE MORTGAGEE. IF WRITTEN CONSENT IS NOT OBTAINED BY THE MORTGAGOR, THE INTEREST RATE WILL BE INCREASED TO EIGHT (8%) PERCENT.

10. No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenants shall be construed to prejudice its rights in the event of any other or subsequent default or breach of covenant, and no delay on the part of the Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of such default or breach of covenant, and the Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

11. The Mortgagee at its option may extend the time for the payment of said indebtedness, or reduce the payment thereon, or accept a renewal note or notes therefor, without the consent of any junior lien holder, and without the consent of the Mortgagors if the Mortgagors have parted with the title to said property, and any such extension, reduction or renewal shall not release the Mortgagors or any endorser or guarantor from liability for such indebtedness, or affect the priority of this mortgage over any junior lien, or impair the security hereof in any manner whatsoever.

12. Upon default in any payment provided for by any evidence of indebtedness secured hereby, or in the event of a default by the Mortgagors in the performance of any one or more of the covenants and agreements herein contained, or upon the institution of any legal proceedings to enforce a mortgage or other lien upon the mortgaged property, or if a petition in bankruptcy shall be filed by or against the Mortgagors, or if the Mortgagors shall in any way be adjudged insolvent or shall make an assignment for the benefit of creditors, or if there shall exist any lien or encumbrance on the mortgaged real estate superior to the title of this mortgage, or if said mortgaged property shall be levied upon by virtue of an execution, attachment, or other writ, or shall come into the possession of or be ordered sold by the officer of any court or if the Mortgagors shall abandon the mortgaged property, then the entire indebtedness secured hereby shall, at the option of the Mortgagee, become and be immediately due and payable, without notice or demand, and thereupon the Mortgagee shall be entitled to the immediate possession of said mortgaged property and the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings, and shall also be entitled to collect said indebtedness, to foreclose the mortgage and to enforce any of its rights hereunder, by proper legal or equitable proceedings. It is understood and agreed that Mortgagors shall pay all costs and attorney's fees incurred or paid by the Mortgagee in any suit in which it may be plaintiff or defendant by reason of being a party to this mortgage. In any suit or proceeding to foreclose this mortgage, or to enforce or protect the Mortgagee's rights hereunder, the Mortgagee in addition to any other remedy, and regardless of the value of the mortgaged property or the solvency or insolvency of the Mortgagors, shall be entitled to the appointment of a receiver, to take possession of and protect said property and collect the rents and income, and apply the same as provided by law. In case of a foreclosure of the mortgage the abstracts of title or title insurance policies shall be absolute property of the Mortgagee.

13. ANY DEFICIENCY IN THE AMOUNT OF THE AGGREGATE MONTHLY PAYMENT DUE LESS MADE GOOD BY THE MORTGAGOR PRIOR TO THE DUE DATE OF THE NEXT SUCH PAYMENT, CONSTITUTES AN EVENT OF DEFAULT UNDER HIS MORTGAGE. 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 PER CENT (2%) OF THE AGGREGATE MONTHLY PAYMENT OVERDUE (MINIMUM LATE CHARGE TWO DOLLARS (\$2.00) FOR THE PURPOSE OF DEFRAYING THE EXPENSE INCIDENT TO HANDLING THE DELINQUENT PAYMENT.

14. This mortgage is made subject to all regulations of the by-laws of said Association (which are hereby ratified and made a part of this contract) and all amendments that may be made thereto before the final payment of this loan.

15. All rights and obligations hereunder shall extend to and be binding upon the several heirs, executors, administrators, successors and assigns of the parties hereto.

16. In the event this mortgage is made and executed by only one person, the word "Mortgagors" as used in this instrument shall be held to mean "Mortgagor," and the terms and provisions hereof shall be construed accordingly.

IN WITNESS WHEREOF, the Mortgagors hereunder set their hands and seals this date December 11, 1970

Freida S. Phipps (SEAL) Billy H. Phipps (SEAL)  
FREIDA S. PHIPPS BILLY H. PHIPPS



STATE OF INDIANA }  
COUNTY OF LAKE }

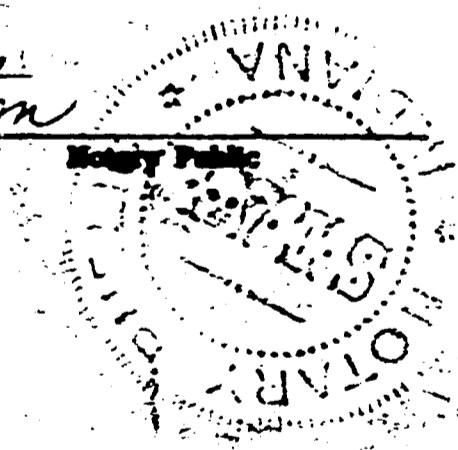
BEFORE ME, the undersigned, a Notary Public in and for said County and State this date December 11, 1970  
personally appeared BILLY H. PHIPPS and FREIDA S. PHIPPS, husband and wife

\_\_\_\_\_, the above named Mortgagors, and acknowledged the execution of the foregoing mortgage.

I hereby certify that I am not an officer of the Mortgagors.  
WITNESS my hand and Notarial Seal.

My commission expires 3-4-71

Ruth Banton  
Ruth Banton  
Notary Public



30079

This Instrument Prepared By Nick Stepanovich  
Member Of The Indiana Bar.