

803015

1967-1968  
SECOND MORTGAGE FORM (ILLINOIS)

FORM No. 2202  
JANUARY, 1968

*Box 187*  
*Cedar Lake Ind*  
*46303*  
GEORGE E. COLE  
LEGAL FORMS

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THIS INDENTURE, WITNESSETH, that HENRY J. LE MAY and GLORIA J. LE MAY,  
his wife,  
(hereinafter called the Grantor), of the City of Chicago County of Cook  
and State of Illinois, for and in consideration of the sum of

Ten & no/100ths (\$10.00) & other good & valuable considerations-- Dollars  
in hand paid, CONVEY AND WARRANT to BERNARD J. CARSTENS, Jr., & June M. Carstens,  
his wife, City of Cedar Lake County of Lake and State of Indiana  
and ~~their~~ successors ~~to~~ hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the fol-

lowing described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures,  
and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City  
of Cedar Lake, County of Lake and State of Indiana, to-wit:

Lots 7, 8, and the North Half of Lot 6, in Block 1,  
Surprise Park on the Lake, as shown in Plat Book 18,  
Page 17, in Lake County, Indiana.



STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
DEC 17 10 59 AM '70  
ANDREW L. HIGENKRO  
RECORDER

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of ~~Illinois~~ Indiana  
~~in this mortgage~~, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor  
justly indebted upon their principal promissory note bearing even date herewith, payable  
twelve (12) months or sooner at their election, with interest at the  
rate of eight (8%) per cent per annum until paid;

MORTGAGE NOTE

NO. 162

GEORGE E. COLE & CO CHICAGO  
LEGAL BLANKS

\$10,000.00

December 1, 1970.

TWELVE (12) months after date, for wife,

Value Received, HENRY J. LE MAY and GLORIA J. LE MAY, his promise to pay to the  
order of BERNARD A. CARSTENS, JR., and JUNE M. CARSTENS, his wife, or Bearer,  
(the sum of Ten thousand (\$10,000.00) Dollars,

at Cedar Lake, Indiana, with interest thereon  
at the rate of 8% per cent. per annum, payable annually.

This note is secured by a Mortgage to named payees, executed by makers hereof  
of even date herewith, on real estate in Cedar Lake, Lake County, Indiana;  
and is to bear interest at the rate of 8% per cent. per annum after maturity.

No. 1.

*Henry J. Le May*  
*Gloria J. Le May*

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THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay on the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within thirty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at seven per cent per annum, said to be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, and for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in the decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives a right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of a complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death or removal from said LAKE County of the grantee, or of his resignation, refusal or failure to act, then \_\_\_\_\_ of said County is hereby appointed to be first successor in trust, and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor this 1st day of December, 1970

Henry J. Le May (SEAL)
Gloria J. Le May (SEAL)

83055

STATE OF Illinois }  
COUNTY OF Cook } ss.

I, David L. Apfelbaum, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Henry J. Le May and Gloria J. Le May, his wife,

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 1st day of December, 1970.

(Impress Seal Here)

Commission Expires 8-14-71.

**STOP**

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*David L. Apfelbaum*  
Notary Public



BOX No.

SECOND MORTGAGE  
**Trust Deed**

LE MAY

TO

CARSTENS

GEORGE E. COLE  
LEGAL FORMS

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