

FOR REL. SEE DOC. # 580182

3352 16, issued July 21, 1941: Rutherford St., 22nd Ave., off,  
1522-119th Street, Brooklyn, Indiana 46394  
**Real Estate Mortgagor**

ETH: The MARK VINE and KAREN V.

wife-- *J*

**MORTGAGE AND WARRANT TO ROBERT CANNER and VERONICA CANNER, as joint  
tenants with right of survivorship**

Real Estate situated in the City of Hammond, County of Lake, State of Indiana, to wit:  
**This Document is the property of**  
Lot 4, Block 12, Forsyth Water Gardens, Hammond, as shown in  
Plat Book 14, page 19, the Lake County Recorder!

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with all rights, privileges and appurtenances thereto belonging; all buildings and improvements now or hereafter placed or erected thereon; all rents, issues and profits thereof; and all plumbing, heating, and lighting fixtures and all equipment now or hereafter attached to or connected with said premises.

hereafter attached to or connected with said premises.

**THIS MORTGAGE IS GIVEN TO SECURE** the payment of an indebtedness owing to mortgagee as evidenced by  
One <sup>or more</sup> promissory notes the terms of which are incorporated herein by reference executed by the mortgagor.

bearing even date herewith, in the aggregate sum of Twenty Thousand and no/100 (\$20,000.00) for the following amounts and due as follows: The entire amount of Twenty Thousand and

\$8/100 Dollars (\$20,000.00) is to be paid in full on or before April 4, 1980, without interest; but with interest after April 4, 1980, at

15% per annum, and with reasonable Attorney's fees for the collection thereof, and

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

THE MORTGAGE FURTHER REPRESENTS AND COVENANTS AS FOLLOWS:

That he is the owner in fee simple of the hereinbefore described real estate, buildings, improvements, appurtenances, rents, profits, fixtures and equipment mortgaged hereby and that this mortgage is a first lien thereon, subject only to the following:

**None**

That he will pay all notes, obligations, liabilities and indebtedness secured hereby and all sums payable hereunder promptly when and where the same become due, with reasonable attorney fees and without relief from valuation and appraisal laws; that he will pay when the same fall due all prior and subsequent encumbrances and liens on said mortgaged premises or any part thereof and will procure at his own expense for mortgagee all instruments and expend any money which the mortgagee may at any time deem necessary to perfect the mortgagor's title or to preserve the security intended to be given by this mortgage; that he will keep the buildings and improvements on said real estate insured against fire, tornado, lightning, windstorm, cyclone, plate glass damage, and against all such other hazards as the mortgagee shall at any time demand, in a company or companies designated by the mortgagee in a sum equal to the full amount of their insurable value, with a mortgage clause in favor of mortgagee, and immediately deliver such insurance policies to the mortgagee, to be held by mortgagee until this mortgage is fully discharged and the proceeds of any such insurance may be applied, at mortgagee's option, to the unpaid indebtedness or to the repair and rebuilding of said premises; that he will keep all buildings, fences, improvements, and all of said mortgaged premises in good repair and properly painted; that he will pay promptly when due all taxes and assessments (general or special), and other impositions levied against or which may be levied against or become a lien upon said real estate, or which may be levied against mortgagor or payable because of, upon, or in connection with this mortgage or the indebtedness of mortgagor secured hereby; that he will deliver herewith to the mortgagee an abstract of title or, at option of mortgagee, a title or mortgage guarantee policy to the mortgaged premises, to be held by the mortgagee until this mortgage is fully satisfied and released; that in the event mortgagee is made a party to any suit or action either legal or equitable, by reason of being named as the mortgagee herein, or by reason of holding any of the notes or indebtedness secured hereby, the mortgagor will pay all reasonable costs, expenses and attorney fees incurred by the mortgagee on account of any such action or suit; that in the event of any default by the mortgagor in any of his covenants hereunder, he will procure at his own expense a continuation of said abstract of title or guarantee policy to the date of default, made by an abstractor designated by the mortgagee, and deliver the same to the mortgagee, and said abstract of title or guarantee policy with all continuations shall become the property of the grantee under any Sheriff's Deed issued in

Upon default by the mortgagor in the performance of any of his covenants herein contained, all the notes, obligations, liabilities and indebtedness secured hereby and all sums payable hereunder shall, at the option of the mortgagee, become immediately due and payable, and the mortgagee may foreclose this mortgage or may pursue any and/or all other legal or equitable remedies afforded by this instrument and/or any and all other instruments and/or any provisions of law, and any such remedy or remedies so pursued by the mortgagee shall not be exclusive, but shall be cumulative, and the exercise of any remedy or right by the mortgagee shall not operate to bar or abridge the mortgagee's right to pursue any other remedy or remedies. Any delay or failure at any time by the mortgagee to enforce or require performance by the mortgagor of any of the provisions of this mortgage shall in no way affect the right of the mortgagee to enforce the same, nor shall such delay or failure be construed as a waiver by the mortgagee of the right to enforce any of the provisions hereof without notice at any subsequent time, nor shall the waiver by the mortgagee of any breach of any provision hereof be taken to be a waiver of any succeeding breach of any of the provisions hereof nor as a waiver of the provision itself. Upon default by the mortgagor in the performance of any of his covenants hereunder, this mortgage shall operate as an assignment by the mortgagor to the mortgagee of all rents, issues and profits due and/or accruing from the mortgaged premises, and the mortgagee shall be entitled to collect the same and to deduct therefrom its reasonable charge for such collection, and apply the balance, at mortgagee's option, on unpaid taxes and assessments, repairs, and/or the indebtedness secured hereby. Upon commencement of an action to foreclose this mortgage, the mortgagee shall be entitled to have a receiver appointed without notice and irrespective of the value of the mortgaged premises.

No sale, transfer, or assignment by the mortgagor of the premises hereby mortgaged or any part thereof and no forbearance or delay on the part of the mortgagee or its assignee, and no renewal or extension of the time for the payment of any of the indebtedness herein contained shall operate to release, discharge, or impair in any respect the personal liability of the mortgagor herein either in whole

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by secured without obtaining the consent of such subsequent grantee or benholder, and is hereby expressly given notice that any subsequent conveyance or lien shall be subject to the tenor of this mortgage and the rights of the mortgagor hereunder, whether the whole or any part of the indebtedness secured hereby be incurred before or after the recordation or notice of such subsequent conveyance or lien.

It is expressly understood and agreed that time is of the essence hereof; that this mortgage is given by the mortgagor for valuable consideration; that if this mortgage be executed by more than one mortgagor, every covenant and agreement herein contained shall be the joint and several obligation of the mortgagors; and that no notice of the exercise of any option granted to the mortgagor in this or any instruments secured hereby is required to be given.

All the provisions hereof shall inure to the benefit of and be enforceable by any and all assignees or transferees of the mortgagor; and when used in this mortgage or in the notes or other evidences of the indebtedness secured hereby, if the context requires, 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 mortgagors have hereunto set their hands and seals this 3rd day of March 1980.

*Mark Vine*

(SEAL)

(SEAL)

*Karen Vine*

(SEAL)

(SEAL)

Document is  
NOT OFFICIAL!

STATE OF INDIANA,  
COUNTY OF LAKE. This Document is the property of  
the Lake County Recorder!

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of March 1980, came Mark Vine and Karen Vine, husband and wife--

and acknowledged the execution of the annexed instrument.

WITNESS MY HAND and Official Seal.

My Commission Expires Jan. 10, 1981

*Rudolph M. Zajac*

Notary Public

Rudolph M. Zajac,  
Lake County, Indiana



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me, a Notary Public in and  
for said County and State, \_\_\_\_\_ and \_\_\_\_\_, respectively  
president and \_\_\_\_\_ secretary of \_\_\_\_\_

and acknowledged the execution of the annexed mortgage as such officers for and on behalf of said corporation.

WITNESS MY HAND and Official Seal.

My Commission Expires \_\_\_\_\_

Notary Public

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Real Estate Mortgage  
Murray