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# **REAL ESTATE MORTGAGE SUIT & SETTLEMENT**

## **(Prepared by TRUSTEES)**

### **MORTGAGES**

**COMMERCIAL CREDIT CORPORATION**

Wayne R. Gazaray  
Jeanne Gazaray  
1164 Summer  
Hammond, LA 463

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First Name	Last Name	Middle Name	Phone Num.	Address	City	State	Zip
John	Doe	Jr	555-5555	123 Main St.	Bethel	IN	47012

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

easterly 25 ft. of the westerly half of lot 2 and the westerly 12  $\frac{1}{2}$  ft. of the easterly half of lot 2, block five, redivision of Halberg's Oak Ridge addition to the City of Hammond, as shown in Plat Book 3, Page 23, in Lake County, Indiana.



appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with the Mortgaged Premises, and all the rents, issues, income and profits thereof.

("Note") of even date herewith in the amount of Seventy-seven and 00 Dollars  
(\$77.00), the interest as therein provided and with a final maturity date of 4/18/84.

The Mortgagor, at his option, may extend the time for payment of the indebtedness.

The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts respectively, and in the manner, as and upon the payment of the principal, or interest and premium, or

Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenants

or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagor, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagor.

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The Mortgagor may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagor shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of eight per centum (8%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagor in respect of the same and all legal expenses in connection with the enforcement of this mortgage or to the Mortgaged Premises.

The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagor against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagor may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagor and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagor until the indebtedness secured hereby is fully paid.

The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.

No delay by the Mortgagor in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagor to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagor may enforce any one or more of his rights or remedies hereunder successively or concurrently.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to the mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter.



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IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this 18 day of April

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Signature

Wayne R. Gentry

Printed

Wayne R. Gentry

Signature

Jeanne Gentry

Printed

Jeanne Gentry

Signature

Signature

Printed

Printed

STATE OF Indiana

{ss:

COUNTY OF Lake

Before me, a Notary Public is and for said County and State, personally appeared

Wayne R. Gentry

(Name of Mortgagor)

and Jeanne Gentry (Husband and Wife)

(Name of Mortgagor)

who acknowledged the execution of the foregoing mortgage.

I, Phyllis M. Koertanenek, Notary Public, do hereby certify and attest that I have this day of April

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Signature

Phyllis M. Koertanenek

Printed

NOTARY PUBLIC

My commission expires  
July 30, 1981

The form of this instrument was prepared by the Office of the General Counsel of the Mortgagee, and the material in the blank spaces in the form was inserted by or under the direction of

Phyllis M. Koertanenek

Return to Commercial Credit Midwest 8929 Midpte. Blvd. Highland, IN 46322