APRIL 22, 1980

RETURN TO:

LAKE COUNTY RECORDER
P.O. BOX 8030

MERRILLVILLE, IND 46410

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REAL ESTATE MORTGAGE

of Lake County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARPANTS TO Sank of Indiana, Whether one or more herein called with an office located at 1310 Clist State librally live Indiana 64410 hereafter called the Mortgages, the following described real estate in the County, State of Indiana, to the OFFICIAL!

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together with all buildings, improvements, appurtuances, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtuant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, essenants and hereditaments thereof.

This mortgage is given to secure the payment of Mortgagors Promissory Note payable to the Mortgagee dated April 11 1980 in the amount of orty-Seven housand Five Hundred Sixty-Sight and no/200 (\$47,563.00)

with a final payment due and payable on April 12, 1990 together with interest and any extensions or remarks thereof and likewise to secure the performance by the Mortgagor of all of Mortgagors covenants, agreements, promises, payments, and conditions contained in this mortgage, or the Note it secures, or any other instruments signed by the Mortgagor in conjunction with the indebtedness secured by this mortgage, and likewise to secure any and all future indebtedness of the Mortgagor to the Mortgagee, which indebtedness refers to this Real Estate Mortgage.

The Mortgagor for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees with said Mortgages, its successors and assigns as follows:

- 1. If there is a default in the payment of any indebtedness hereby secured or in the performance of any of the Mortgagor's covenants set forth in this mortgage or other instruments signed in conjunction with the indebtedness this mortgage secures, or if Mortgagor should abandon the aforesaid property, or if said real estate or any part thereof should be attached, levied upon or seized, or if the Mortgagor should become bankrupt or insolvent or make an assignment for the benefit of creditors, or if a receiver should be appointed for the Mortgagor, then the entire indebtedness aforesaid shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and the real estate shall be subject to foreclosure of this mortgage, and the Mortgagee if it elects to foreclose the same shall become entitled to the immediate possession of the aforesaid property together with the rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisement laws and Mortgagor will pay all costs and accorneys' fees incurred by Mortgagos in the enforcement of the terms of the abovementioned mortgage.
- 2. For the duration of any indebtedness hereby secured: (a) the Mortgagor will keep the aforesaid property in its present state of repair, normal wear and tear excepted; (b) Mortgagor will pay all taxes and assessments imposed on the said property and will otherwise take such action and exercise such forbearance as may be necessary in order that the said property shall not hereafter become subject to any lien or encumbrance superior to this Mortgage; (c) Mortgagor will procure and maintain insurance with insurance companies acceptable to Mortgagee. against damage to or destruction of the improvements included in said real estate by fire or windstorm or by any cause customerily included in the term "extended coverage". such insurance to be in a sum not at any time less than the value of such improvements or the total of the indebtedness then hereby secured plus all taxes, assessments and indebtedness then secured by any liens or encumbrances superior hereto on such real estate, whichever is smaller, and to be payable to the Mortgagee as its interest may appear; (d) Mortgagor will deliver the policy or a certificate evidencing said insurance to the Mortgages and will allow Mortgages possession of the same, and a Mortgages may collect the proceeds of any insurance.



	3.	If	the	Mortg	agor	shall	. fail	to	Dake	any	payme	at or	to obt	tain .	any in	Burance,	0
						•		-				-		-		enants	
above	1 361	t fo	rch,	ther	the	Morts	gagee	at 1	ts of	tion	may	do so,	and:	its e	xpendi	tures	
for a	my s	uch	pur	pose	shall	. be a	idded	to a	ind be	COME	part	of th	e inde	eb cedi	ness he	ereby	
secui	ed.	An	y an	Dunc	so ac	ided s	hall,	fro	m che	date	e of	paymen	t the	reof	by the	Mortgas	gee,
bear	inte	res	t at	the	rate	of ir	teres	t se	t for	th i	a the	indeb	tednes	85.			

4. The Mortga	igee at its option	may extend the tim	e for the payment of any
			reon, or accept a note or
renewal note therei	for, or release any	part of the secur	ity, or any person liable
for the indebtedness	s, without consent	of any justor die	nholder, and without the renewal or release shall
consent of the More	gagor, No such ex	cension, reduction	, renewal or release shall
effect the priority	of this Moregage	or impair the secu	er the personal liability
whatsoever, or rele	ase, discharge or	affect in any bean	er the personal liability
of the Mortgagor to	cha Moregages. N	o delay by the Mor	tgages in the exercise of thereof so long as the
	——————————————————————————————————————		
mortgage is in defa	oult hernundes land	Bufatty Record	Moregages to exercise any
			exercise thereof for a
· ·			or more of its rights or
remedies hereunder	successively or co	ncurrently.	

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5. That t	he	Resi	Estat	e mort	ga	ged he	170	by is	B 1	ree	9 (	clear		and	l u	nencumbered
except as to (a															B,	covenants
and restriction	8	of re	cord,	(c) Re	al	Escat		Mores	ţa ş	je di	at (	ed _		April 1		
from Mortgagor	to									~						
in the original	a	Boune	of									~				
which mortgage	is	not	in-def.	ault a	ad	-has-8	M -	unpai	Ld	bala		ce of	\$	-	4	-0-
(d) Other						TITIII	Ш						1			
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6. In the event this mortgage is subject to a mortgage set out in the paragraph above, or any other mortgage or encumbrance and that prior mortgage or encumbrance is in default or is foreclosed upon, or in the event Mortgages without Mortgages prior written consent sell or transfer any interest in this real estate them at the option of the Mortgages this Mortgage and the Note or Notes or indebtedness it secures shall become immediately due and payable in full and further that the Mortgages may immediately foreclose this Mortgage, all without any notice or demand whatsoever.

7. The covenants, agreements, and conditions hereof shall be binding up	on the
Mortgagor and the heirs, personal representatives, successors, and assigns of	the
Mortgagor, and shall inure to the benefit of the Mortgagee and its successors	and
assigns. Whenever used, the singular number shall include the plural, the pl	ural
the singular, and the use of any gender shall include all genders.	

the singular, and the use of any gender shall include all genders.
IN WITNESS WHEREOF this Mortgage has been executed by the Mortgagor on this lith day of April , 19 30.
Tanley C. Peloza
Stanley C. Selcza
ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP MORTGAGOR
STATE OF INDIANA )
) §\$:
COUNTY OF Lake )
Before we, Stanley C. Peloza , a Notary Public is and for said County
and State, on this lith day of April , A.D., 1980 , personally appears
Stanley C. Peloza
personally known to me, and known to me to be the person(s) who, (is) (are) described in and who executed the foregoing mortgage, and acknowledged the same to be (his) (their) voluntary act and deed for the uses and purposes therein set forth.
WIINESS my hand and official seel
My commission expires:

Lake County Resident

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## 4. The least referred to in this Commitment is described as follows:

That part of Lots 9, 10, 11 and 12, lying South of alley, as marked and Laid down on the recorded plat of The Resubdivision of part of Block 16 and a Subdivision of Block 13, in C. J. Williams Subdivision of Blocks 10, 14, 15, 16, 6. J. Williams Addition to Gless Park, Lake County, Indiana, as shown in Plat Brok 8, page 3, Loke County, Indiana; Also, Lots 27, 28 and 29, Block 16, in a Resubdivision of Blocks 10, 14, 15, 16, in C. J. Williams Addition to Gless Park, City of Gary, as shown in Plat Book 6, page 13, Lake County, Indiana.