

583310

6947 Bridge Road  
Hammond 46324

583310

INDIANA REAL ESTATE MORTGAGE

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THIS INDENTURE WITNESSETH, that James C. Nowaczyk & Mary C. Nowaczyk, 324

hereinafter referred to as Mortgages, of Lake County, State of Indiana, Mortgage and warrant to Dial Finance Company of Indiana, hereinafter referred to as Mortgagee, the following described real estate, in Lake County, State of Indiana, to wit:

The South 59 feet of the North 177 feet of the following described particle of land; Part of the Northeast 1/4 of the Northeast 1/4 of Section 18, Township 36 North, Range 9 West of the 2nd P.M., more particularly described as follows to-wit; Commencing at a point which is on the West line of Walnut Ave. and 125' South of the intersection of the West line of Walnut Ave. and the South line of 173rd St., running thence South a distance of 411.04' along West line of Walnut Ave.; thence West 100.711'; thence North 411.04' to a point which is 125' South of the South line of 173rd St.; thence East 100.711' to the place of beginning, in the city of Hammond, Lake Co., Indiana.

to secure the repayment of a promissory note of even date in the sum of \$ 8,000.00, payable to Mortgagee in monthly installments, the last payment to (all due on April 28, 1985), 1985, and also to secure the repayment of any and all future advances and sums of money which may from time to time hereafter be advanced or loaned to Mortgages by Mortgagee; provided however, that the principal amount of the outstanding indebtedness owing to Mortgagee by Mortgages at any one time, shall not exceed the sum of \$125,000.00

Mortgages expressly agree to keep all legal taxes, assessments, and prior liens against said property paid, to keep the buildings and improvements thereon in good repair, to commit no waste thereon, and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interest may appear; and upon failure of Mortgages to do so, Mortgagee may pay such taxes, assessments, and prior liens, and cause said property to be repaired, and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage.

Mortgages agree to pay all indebtedness secured hereby, together with all taxes, assessments, charges, and insurance, without any relief whatsoever from valuation or appraisement laws of the State of Indiana.

Mortgages agree that upon failure to pay any installment due under said note, or any other indebtedness hereby secured when due, or taxes, assessments, insurance, or prior liens, or in event of default in or violation of any of the other terms hereof, then all of said mortgage indebtedness shall at Mortgagee's option, without notice, become due and collectible and this mortgage may then be foreclosed accordingly. Upon foreclosure Mortgagee shall have the right, irrespective of any deficiency, to which Mortgages hereby consent, to have a receiver appointed to take possession of said premises and collect the rents, issues and profits thereof for the benefit of the Mortgagee.

The covenants contained herein shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall be construed to include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgages have hereunto set their hands this 23rd day of April, 1980.

Sign here James C. Nowaczyk  
Type name as signed: James C. Nowaczyk

Sign here Mary C. Nowaczyk  
Type name as signed: Mary C. Nowaczyk

Sign here \_\_\_\_\_  
Type name as signed: \_\_\_\_\_

Sign here \_\_\_\_\_  
Type name as signed: \_\_\_\_\_

State of Indiana )  
County of Lake ) ss.

Before me, the undersigned, a Notary Public in and for said County, this 23rd day of April, 1980

case James C. Nowaczyk and Mary C. Nowaczyk and acknowledged the execution of the foregoing Mortgage. Witness my hand and official seal.

Type name as signed: John S. Bowker  
My Commission Expires: 9/17/83

This instrument was prepared by: Louis Chwedeo

STATE OF INDIANA, S. MO  
LAKE COUNTY  
FISCAL REC'D  
MAY 5 11 03 AM '80  
WILLIAM BIELSKI JR  
RECORDER

Notary Public seal for John S. Bowker, Lake County, Indiana, commission expires 9/17/83.