

#8-01-0-007039-2

16, mar -414

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH: That the understand

CHARLES E. WHITEHEAD

County of Lake. State of Indiana, hereinafter referred to as "Mortgagors" do hereby mortgage and warrant to AMERICAN SAVINGS AND LOAN ASSOCIATION OF HAMMOND, an Indiana Corporation, organized and existing under the laws of the State of Indiana, hereafter referred to as "Mortgagee", the following described real estate situated in the County of Lake, State of Indiana, to-wit:

Lot 266 in Pine Island Ridge Unit plat thereof, recorded in Plat Book the Office of the Recorder of Lake County, Indiana.

This Document is the property of the Lake County Recorder!

together with all the buildings and improvements now or heresiter erected thereog. Incividing all see and simprovements now or heresiter erected thereog. Incividing all see and simprovements now or heresiter erected thereog. plumbing apparatus, builers, motors, furnaces, and all appurtenances therevato belonging or any way appertaining thereto, and all the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the mortgages.

This mortgage is given to secure the performance of the provisions hereof, and the payment of a certain obligation evidenced by a promiseory note of even data herewith, for the principal sum of FIFTY-FIVE THOUSAND AND NO/100 -- - - - - - - - - - - - - - - - (\$ 55,000.00) Dollars, executed by the mortgagors and payable to the mortgages on or before THREE HUNDRED SIXTY (360) - - - - - - - - - months after date.

with interest thereon as provided in said note, both payable monthly, in legal tender of the United States of America, which indebtedness the mortgagors agree and promise to pay to the mortgagee, all without relief from valuation and appraisement laws and with attorneys' fees.

The mortgagors expressly covenant and agree (T) to pay all taxes and special assessments levied against said real ostate and improvements as the same become due and payable: (2) to keep all improvements located upon said real estate or hereafter located thereon is aved against loss or camage by fire, windstorm, or such other events as the Mortgagee may require, with insurers approved by the Mortgagee, with suitable loss payable clauses to said Mortgagee; (3) to permit no waste to be committed upon said promises or allow said promises to be used for any illegal or immoral purposes; (4) to teep and maintain said premises in good condition and repair; and (5) in the event of the failure of the Mortgagors to keep these covenants or any part thereof, the Mortgages may buy such taxes and assessments, procure such insurance, or make such repairs, and any sums so expended by said Mortgages therefor, together with interest at eight per cont per annum. shall be and become a part of the debt secured by this mortgage.

In the event of any default in the payment of said note or the covenants of this mortgage, the Mortgages may declare the entire debt due and foreciose said Mortgage, and in such event the Mortgagors shall pay all costs of said foreclosure. including the cost of continuations of abstracts of title, or policies of title insurance and in such event the Mortgagee is hereby given the right to obtain the appointment of a receiver, who shall take possession of said real estate under the usual powers and authority granted Receivers in such cases.

The Mortgagore shall make no material alterations to said reni estate or remove any improvements therefrom without the written consent of the Mortgages, and shall not permit or suffer any legal proceedings to be instituted against said real estate; and it is further understood and agreed that this mortgage is made subject to all regulations and by-laws of the said Mortgages, which are dereby ratified and made a part of this contract, and all amendments that may be made before the final payment of this loan.

Said morgaged premises shall not be sold or transferred without the written consent of the morrgages, and no contract or agreement shall be entered into by the mortgagors whereby any one may acquire the right to a lien, mortgage or other encumbrance upon the mortgaged premises, without the written consent of the mortgagee first had and obtained.

This mortgage shall secure the payment of any additional loans or advancements, made by the Mortgages to the Mortgagors at any time hereafter for the purpose of paying taxes, insurance premiums, making repairs or alterations or any other purpose within the discretion of the Mortgages, provided only that the angregate of the principal amount of indebtedness secured thereby shall at no time exceed the original principal amount hereof.

This mortgage and the note, the payment of which it secures, are hereby agreed to be made subject to the by-laws. rules and regulations of the mortgages herein and the State laws concerning Building Loan and Savings' Associations, now in force or that may hereafter be in force and effect.

IN WITNESS WHEREOF, the mortgagors have becounts set their hands and seals this as & Alitelian

Charles E. Whitehead

STATE OF INDIANA COUNTY OF LAKE

Before me, the undersigned, a Notary Poblic, in and for earld County and State, this 2nd day of May 19 80 Charles E. Whitehead personally appeared

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and acknowledged the execution of the foregoing instrument

Witness my hand and Notarial Seal.

Notary Public

Resident of Lake County

Prepared by: Clement 3. Knapp, Jr., Attorney at Law

02/05/82 My commission expires: