

FORFEIT, SEE DOC. #  
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SV  
RETURN TO  
CALUMET NATIONAL BANK  
Mortgage Loan Dept.  
1806 Robinhood Blvd.  
Scherville, Indiana 46375

583637

MORTGAGE

THIS INDENTURE, made this 30th day of April, A. D., 19 80,

by and between CHARLES E. FALDA and CYNTHIA M. FALDA, husband and wife

hereinafter sometimes called the "Mortgagor(s)," party of the first part, and CALUMET NATIONAL BANK Hammond, Indiana, a corporation duly organized and existing under and by virtue of the laws of the United States of America, hereinafter sometimes called the "Mortgagee," party of the second part, WITNESSETH:

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THAT WHEREAS, in order to evidence their just indebtedness to the mortgagee in the principal sum of SIXTY-TWO THOUSAND and 00/100 Dollars (\$62,000.00) for money loaned by the mortgagee, the mortgagor (s) executed and delivered their certain promissory note identified as Loan Number 30-10325, bearing date of the 30th day of April, A. D., 19 80, payable as thereby provided to the order of the mortgagee in lawful money of the United States of America at the office of the Mortgagee in the City of Hammond, Lake County, Indiana, with interest on said principal sum remaining unpaid from time to time at the rate of ELEVEN per cent ( 11.00 %) per annum payable monthly until maturity, and attorney's fees, without relief from valuation and appraisal laws, and with interest after maturity, until paid, at the highest rate for which it is now lawful to contract, said indebtedness being payable as follows:

In successive monthly installments of Six Hundred Seven & 68/100 dollars (\$607.68) per month, commencing on the 15th day of June, 19 80, and commencing on the corresponding day of each calendar month thereafter, to be applied first to interest on the unpaid balance due thereunder, and the remainder to the principal due thereunder, until said note is paid in full, and providing that all indebtedness then remaining unpaid thereunder shall be due and payable on the 15th day of May, 2005, and with the privilege of making extra payments at any time.

NOW THEREFORE, the mortgagor (s), in consideration of the money concurrently loaned as aforesaid, and in order to secure the prompt payment of said principal note and interest, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the mortgagor(s), do(es) hereby MORTGAGE and WARRANT unto the mortgagee, its successors and assigns, all and singular the real estate situate, lying and being in the County of Lake, and State of Indiana, known and described as follows, to-wit:

Parcel I: A part of Block 6, in Mary Agnes Roberts' and Amy Jane Roberts' First Addition to Hammond, as shown in Plat Book 4, page 29, in Lake County, Indiana, as follows: Commencing on the West line of Block 6, 128 feet from the Southwest corner, running thence East parallel with the South line of said Block 6, 120 feet thence North parallel with said West line of Block 6, 40 feet thence West parallel with the South line of Block 6, 120 feet to the West line of Block 6, thence South along West line of said Block 6, 40 feet to place of beginning.

a/k/a 1431 Lake St., Hammond, IN 46325

Parcel II: Lot 21 and the East 15 feet of Lot 20, Block 3, Davidson's Boulevard Addition to Whiting, as shown in Plat Book 5, page 26, in Lake County, Indiana.

a/k/a 1240-120th St., Whiting, IN 46394

STATE OF INDIANA  
LAFAYETTE COUNTY  
RECORDED  
MAY 7 1 30 PM '80  
WILLIAM D. LISK JR.  
RECORDER



1000000000

7. That upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the mortgagee, may appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits of said premises during the pendency of such foreclosure, and until the time to redeem the same from foreclosure sale shall expire, and out of rents, issues and profits, to make necessary repairs and to keep the premises in proper condition and repair, and to pay all taxes, assessments and special assessments, to redeem from sale for taxes, assessments and special assessments, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases.

8. That in case suit be brought to foreclose this mortgage, an adequate and reasonable sum shall be allowed to the mortgagee in such proceedings for attorney's fees and the costs of a complete abstract of title to said premises, which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.

9. That the mortgagee, at its option, may extend the maturity of the note and indebtedness secured hereby, or any balance due thereon, from time to time, upon written agreement executed by the mortgagor(s), for such further periods, at such rate of interest, and upon such conditions as may then be agreed upon, and no such extension, and no forbearance or delay of the mortgagee in enforcing any of the provisions of this indenture, shall operate to impair the lien hereof or waive any rights accrued or that might accrue hereunder.

10. That this indenture and the note secured hereby are made and executed under, and are, in all respects, to be construed by the laws of the State of Indiana, and that the various rights, powers, options, elections, appointments and remedies herein contained shall be construed as cumulative, and no one of them as exclusive of any other, or of any right or remedy allowed by law, and all shall inure to the benefit of the successors and assigns of the mortgagee and of all holders of said note.

11. That at such time as the Mortgagors herein shall convey title to the mortgaged property the entire principal balance and earned interest then due on said mortgage and note shall become immediately due and payable in full.

12. That whenever the mortgagor(s) shall have fully paid the indebtedness hereby secured, with all the interest thereon, and up to that time, shall have well and truly performed all and singular the covenants and agreements herein undertaken to be performed, then all of such covenants and agreements shall cease and determine (but not otherwise), and the mortgagor(s), or the successors or assigns thereof, shall be entitled to a satisfaction of this mortgage, but shall pay the expense of recording the same.

IN WITNESS WHEREOF, the mortgagor(s) have executed this instrument under seal the day and year first above written.

Charles E. Falda  
Charles E. Falda

Cynthia M. Falda  
Cynthia M. Falda

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared  
**Charles E. Falda & Cynthia M. Falda, husband and wife**

and acknowledged the execution of the above and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30th day of April, 1980.

My commission expires:  
MY COMMISSION EXPIRES  
OCTOBER 29, 1980

Carol A. Dowling  
Carol A. Dowling Notary Public

this instrument prepared by Joseph Krucina, Mortgage Loan Officer

JK/sv