

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY A LAWYER.

588681 REAL ESTATE MORTGAGE

This indenture witnesseth that **KEVIN G. MCCARTHY, an adult,**

of **LAKE COUNTY, STATE OF INDIANA** **MORTGAGOR**

Mortgages and warrants to **MARY ANN HERR**

of **LAKE COUNTY, Indiana, as MORTGAGEE**

the following real estate in **LAKE County**
State of Indiana, to wit:

Lot 5, Block 2, Calumet Lawn Addition
in the City of Hammond, as shown in
Plat Book 17, page 2, in the Office of
the Recorder of Lake County, Indiana.

JUN 21 9 54 AM '80
WILLIAM BIELSKI JR
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

as well as the rents, profits and any other income which may be derived therefrom.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note dated June 19, 1980, in the principal amount of Fourteen Thousand (\$14,000.00) Dollars with interest as therein provided and with a due date of January 15, 1981. Said principal and interest are payable on the due date of the promissory note.

Mortgagor expressly agrees that the mortgagee, at her option, may extend the time for the payment of the indebtedness or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the mortgagor if the mortgagor has then parted with title to the said premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever or release, discharge or affect in any manner the personal liability of the mortgagor to the mortgagee;

and the mortgagor expressly agrees to pay the sum of money above secured, without relief from valuation or appraisement laws; and upon failure to pay said note ~~as it becomes due~~ as it becomes due, or any part thereof, at maturity, or the interest thereon, or any part thereof, when due, or the taxes or insurance as hereinafter stipulated, then said note shall be due and collectible, and this mortgage may be foreclosed accordingly. And it is further expressly agreed, that until said note is paid, said mortgagor will keep all legal taxes and charges against said premises paid as they become due, and will keep the buildings thereon insured for the benefit of the mortgagee as ~~per~~ interest may appear and the policy duly assigned to the mortgagee in the amount of the mortgagee may reasonably require from time to time ~~and~~ and failing to do so, said mortgagee may pay said taxes or insurance, and the amount so paid, with 8 per cent interest thereon, shall be a part of the debt secured by this mortgage.

MAIL TO: SAUL I. RUMAN, 5261 Hohman Avenue, Hammond, Indiana 46320

588687

1. The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon.
- Additional Covenants:
- Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant 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 Mortgagee, without notice, and this mortgage may be foreclosed accordingly.
 - No delay by the Mortgagee 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 Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee 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 this mortgage.

State of Indiana, LAKE County, ss:
 Before me, the undersigned, a Notary Public in and for said County and State, this 19th day of June 1980 personally appeared:

Dated this 19th Day of June, 1980

Kevin D. McCarthy

[Signature] *Sent*
 KEVIN G. MCCARTHY

_____ *Sent*

_____ *Sent*

_____ *Sent*

_____ *Sent*

_____ *Sent*

Denma Gordon *Sent*
 Notary Public

and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires February 1 1983



This instrument was prepared by SAUL I. ZUMAN, 5261 Bohman Avenue, Hammond, Indiana
 Member of Indiana Bar Association

The acceptance of a mortgage by a lender is no guarantee that he has the lien described in the mortgage. The title evidence covering the real estate herein described should be examined by a lawyer.

REAL ESTATE
 MORTGAGE

To

FORM APPROVED BY
 INDIANA STATE BAR
 ASSOCIATION

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