

117 E. 1st St
Crown Point, IN 46307

Vol. A395539
588695

REAL ESTATE MORTGAGE

First Natl Bank of Crown Pt
117 E. 1st St
Crown Point, IN 46307

THIS INSTRUMENT WITNESSETH, That TERESE R. MAGNANT

of Lake County, in the state of Indiana

has executed, MORTGAGE AND WARRANT TO: The First National Bank of Crown Point, a United States Corporation

of Lake County, Indiana, to secure the mortgage, the following described real estate in Lake County, Indiana, to-wit:

Lot 1, (except that part in vacated Farragut Street) Block 19, Young's Fourth Addition to the Town, now City, of Crown Point, as shown in Miscellaneous Record "A", page 538, in Lake County, Indiana.

STATE OF INDIANA
CLERK OF SUPERIOR COURT
WILLIAM BILSKY JR.
RECORDER
MAY 21 10 30 AM '00

together with all of the rights, privileges, easements, and improvements thereto appertaining and belonging and together with the rents, issues and profits thereof.

TO SECURE THE PAYMENT when the same shall become due of any and all moneys due of the mortgage, or either of them, and of every installment and liability of the mortgage, or either of them, in favor of the mortgagee, and of any and all accessory debts which are contractually incurred or may be hereafter during a series of Five years from the date created by the mortgage, or either of them, in favor of the mortgagee and to secure any and all other indebtedness and direct or contingent liabilities of the mortgage, or either of them, contractually or voluntarily incurred by the mortgage, or either of them, in favor of the mortgagee, or secured by the mortgage against either or both of the mortgagors.

The mortgagee agrees to advance by way of a loan, or loans, to the mortgagor, or either of them, during each Five year period such sum, or sums, of money as the mortgagor, or either of them, may request, upon such terms as to maturity and interest rate as the mortgagee shall fix and approve, provided such loans are in compliance with sound banking practice and existing laws and regulations of the United States of America pertaining thereto and qualify as sound investments for the mortgagee when requested and provided further that the total amount said outstanding hereunder shall not exceed

\$ 5,000.00 at any one time.

Whenever requested, mortgagee agrees to furnish mortgagee with a correct, certified, abstract and complete financial statement.

It is covenanted and agreed that this mortgage shall be a continuing security for all such indebtedness and liabilities and for any sum, or sums, advanced by the mortgagee as aforesaid, and it is hereby agreed that any note, or notes, executed hereunder may be used in whole or in part and thereafter cancelled and further additions may be made and new notes executed and this mortgage shall at all times secure the payment of any and all of such indebtedness and sums and any and all reasonable and customary charges, and any and all additional sums contractually incurred by the mortgagor, along with any and all other indebtedness and/or liabilities of the mortgagor, or either of them, to the mortgagee, in the event the whole or any part of any one of the notes secured hereby is not paid or maturity or any indebtedness or liability secured hereby is not paid or discharged when due, or in the event the mortgagor default, or fail to properly or faithfully perform any one of their covenants herein contained, then all costs and debts and liabilities hereby secured shall, at the option of the mortgagee, and without notice, become immediately due and payable and, moreover, this mortgage may be voluntarily foreclosed for the collection of all notes, indebtedness and liabilities hereby secured.

The mortgagor agrees to pay all reasonable attorney's fees and other expenses of the mortgagee for the collection of any indebtedness, liabilities or sums hereby secured or warranted by the mortgagee in protecting or enforcing the security of this mortgage, either with or without suit.

THE MORTGAGORS FURTHER EXPRESSLY AGREE AND CONVEYANT AS FOLLOWS:

- (1) To pay the sums, or sums, and the costs and liabilities secured hereby provided as it or they become due, and to pay all interest and attorney's fees according to the terms of said note, or notes.
- (2) To pay all taxes, assessments, and improvements levied and assessed upon the real estate above described and the improvements thereon to the satisfaction due and payable and within ten (10) days after any of said taxes, assessments or improvements, or any reasonable charge, shall be due and payable, to forward and credit to the Clerk of the mortgagee valid receipts evidencing such payments and, failing to do so, the mortgagee may pay the same and the money so paid by the mortgagee shall become a part of the debt secured by and collectible under this mortgage.
- (3) To keep all buildings and improvements now on or hereafter erected upon and real estate and all equipment attached thereto insured against loss or damage by fire, lightning, windstorm, tornado, cyclone and hail and any damage is such reasonable insurance coverage customary to the mortgagee and in no event less than the full debt from time to time secured by this mortgage, with greater and sufficient mortgage or less coverage deemed upon one of the policies of such insurance is hereinafter set forth, payable to the mortgagee as its interest may appear under this mortgage and the note, or notes, secured hereby, and to deliver to and issue in the event of the mortgage any and all such policies of insurance as aforesaid, with receipts showing the payment of the full amount, or amounts, on such policies, and, failing to do so, the mortgagee may procure and pay for such insurance and the amount so paid shall become a part of the debt secured by and collectible under this mortgage.
- (4) That the contract of sale, or title policy, covering the real estate herein mortgaged shall be the absolute property of the mortgagee and the debt secured by this mortgage is said in full and that at any time it shall be, the mortgagee may procure and pay for a continuation, or continuations, of such contract, or a new one title policy, or policies, and any contract, or contracts, as required by the mortgagee for such purpose shall become a part of the debt secured by and collectible under this mortgage.

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(3) That the lien of this mortgage shall inure to the benefit of the mortgagor and his heirs, assigns and assigns and that the mortgagor shall not in any way release any interest, or remove the whole or any part of such interest, or the interest, equipment, fixtures, trees or shrubbery without the written consent of the mortgagee;

(4) That the mortgagor may at its option pay the whole or any part of any tax, assessment, interest, or future, whether such tax, or interest be prior and senior or subsequent and senior to the lien of this mortgage and that any amount so paid by the mortgagor for any of such purposes shall become a part of the debt secured by and collectible under this mortgage;

(5) That the mortgagor shall not sell, mortgage, convey or dispose of any of the property covered by this mortgage without the written consent of the mortgagee;

(6) That, in the event the parties herein mortgagee or any part thereof are liable under the power of eminent domain, the entire amount shall be paid to the mortgagor to satisfy such any debt which may be secured by this mortgage and that any amount not used for such purpose, or portion, for any tax or interest on or to the security herein mortgaged shall be paid directly to the mortgagee and applied by the mortgagee first to the payment of the interest remaining unpaid on any note or debt secured by this mortgage, the balance, if any, to be paid to the mortgagor or their successors in interest, and that the mortgagee is hereby irrevocably authorized for and on behalf of the mortgagee or their successors to receive and retain for any such amount under any instrument, policy, or contract, covering loss or damage to the security herein mortgaged, and for any amount for any of such real estate which under right of eminent domain;

(7) That upon the filing of any instrument to foreclose this mortgage, the mortgagee shall be entitled to have a receiver appointed by the court to take possession of the security herein mortgaged and to collect the rents, issues and profits of and from such property and to hold the same, subject to the order of said court or the judge thereof, for the benefit of the mortgagee, pending the final decree in such foreclosure proceeding or pending the sale of said security pursuant to such decree and such receiver may be appointed irrespective of the value of the mortgage property or its proceeds to secure or discharge the obligations secured by this mortgage;

(8) That the mortgagor will not suffer, permit or consent any work or contract any act which would lessen or diminish the value of the security herein mortgaged, and that said mortgagor will keep the building, improvements, equipment, appliances and fixtures now located upon or hereafter placed or placed upon the above described real estate in a good condition and state of repair at all times;

(9) That, in the event the obligations of the mortgagee herein, or any part thereof, become void in any respect, or contract, other than the mortgagee, the mortgagee may, without notice to the mortgagor, and with such consent, or assignment, as aforesaid, with reference to this mortgage and the debt hereby secured in the same manner as with the mortgagee, without in any way releasing or discharging the mortgagor's liability hereunder, or waiving the debt hereby secured, and the mortgagee may, in such event, demand the debt for the benefit of said mortgagee or the performance of any or all of the covenants herein, or resume the payments to be made under such instrument, and any such extension, or extension, shall not release the mortgagor from their liability under and over this mortgage;

(10) To pay any and all expenses, interest, or attorney's fees, which may be or may become a lien upon the real estate herein described and, to pay any and all other fees or expenses which may at the time this mortgage is executed be a lien upon said premises, and to pay any and all outstanding debts secured by the legal or equitable interest and title of the mortgagor in and to said premises;

(11) To pay, in and for the mortgagee's estate this mortgage under the seal, or stamp, which is the seal of the state of Indiana, or in case of any legal proceeding wherein the mortgagee herein should be required to defend or protect or rights, interest or lien under this mortgage and the debt hereby secured hereby, all reasonable attorney's fees, expenses and costs incurred thereof, and upon failure of the mortgagor to pay the same, the mortgagee may do as and the state shall, judgment, decree and to a part of the debt secured by this mortgage and, in case of the foreclosure of this mortgage, to pay reasonable attorney's fees for such foreclosure and services connected therewith.

Under the written consent of the mortgagee made of any time when all such, dues and liabilities hereby secured are paid in full, the mortgagee agrees to release this mortgage.

IN WITNESS WHEREOF, the mortgagee hereunto subscribed at their heads and seats this 20th day of June 1930

Therese R. Magnant SEAL

STATE OF INDIANA, COUNTY OF LAKE, IN
 Before me, the undersigned, a notary public in and for the above named county and state this 20th day of JUNE 1930
 personally appeared
Therese R. Magnant

and acknowledging the execution of the foregoing mortgage.

WITNESS my hand and notary seal.

3-19-34
 My commission expires
 Prepared by: V. C. Gill

Janet A. Carnell Notary Public
 Lake County, Indiana

REAL ESTATE MORTGAGE	FROM:		RECEIVED FOR RECORD	THIS	day of		check <u> </u> M and recorded in Mortgage Record	Page	Recorder of <u> </u> County
	TO:			A.M.					