

589304

Return to Liberty Savings and Loan Assn., Whiting, Indiana  
1904 INDIANAPOLIS BLVD., WHITING

COM 1045 33-30

# Real Estate Mortgage

589304

Russell H. Koenig

THIS INDENTURE WITNESSETH THAT.....

.....Lake.....County, Indiana, hereinafter referred to as "mortgagee," mortgage and warrant to the LIBERTY SAVINGS ASSOCIATION as Indiana Corporation, having its principal office in the City of Whiting, Lake County, Indiana, hereinafter referred to as "mortgagee," the following described real estate in.....Lake County, Indiana, to wit:

Lot # 1, Block # 3, Bellamy and Gage, North Ridge Estates 2nd Addition, in the Town of Griffith, as shown in Plat Book # 36, Page # 35, in Lake County, Indiana.

PIONEER METL. TITL. INS. CO.

STATE OF INDIANA'S NO. 1  
TAX-COUNTY  
FILED FOR RECORD  
JUN 30 1 27 PM '80  
WILLIAM BILLSKI JR  
RECORDER

together with all buildings, improvements, fixtures, or appurtenances now or hereafter erected thereon including all appurtenances, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter thereon or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, attached floor coverings, screen doors, in-a-door beds, swings, stoves and water heaters, all of which are declared to be a part of said real estate whether physically attached thereto or not, and all the rents, issues, income, and profits of said mortgaged premises, which are hereby assigned and set over to the mortgagee.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain note of even date herewith for the principal sum of.....Thirty Four Thousand Three Hundred Dollars & ( \$ 34,300.00 ) Dollars encumbered by the mortgagee and payable to the order of the mortgagee, together with interest thereon as therein provided, which note is payable in.....Three Hundred ( 300 ) regular monthly installments of.....Three Hundred Eighty Six Dollars & ( \$ 386.86 ) Dollars each, commencing on the first day of.....August.....19.....and on the.....day of each succeeding month thereafter until the principal and interest are fully paid, except that the final installment, if not sooner paid, shall be due and payable on the.....day of.....and shall be in such sum as shall remain unpaid after the payment of the preceding installments, said payments shall be applied first to the interest and the balance to the principal until said indebtedness is paid in full and to secure any advances made by the mortgagee to the mortgagee or their successors in title for any purpose at any time before the release and cancellation of this mortgage; but at no time shall this mortgage secure advances on account of said original note plus such additional advances in a sum in excess of.....ONE THOUSAND DOLLARS.....( \$ 1,000.00 ) Dollars plus any such advances necessary to protect the security and costs, all of which indebtedness the mortgagee promises to pay to the order of the mortgagee at its office in said City of Whiting, all without relief from valuation and appraisal laws and with attorney's fees.

Unless applicable law provides otherwise, all payments received by mortgagee hereunder shall be applied first in payment of amounts payable to mortgagee by mortgagee under paragraph 2 hereof, then to interest payable on the Note and on Additional Advances, if any, and then to the principal of the Note and to the principal of Additional Advances, if any.

The mortgagee further covenants and agrees as follows:

1. To keep the buildings and improvements now existing or hereafter erected or placed on said mortgaged premises constantly insured against loss or damage by fire, windstorm, extended coverage, and such other insurance as the mortgagee may require, in companies acceptable to the mortgagee in a sum equal at all times to the total indebtedness secured hereby and in such additional sum as the mortgagee may require, and to deliver to the mortgagee the policies of insurance and all renewals thereof in such form as the mortgagee may require, such policies to be made payable to the mortgagee as its interest may appear by a mortgage clause approved by it and to pay all taxes, special assessments, bills for repairs, and any and all expenses incident to the ownership of the mortgaged property when due, in order that no lien superior to that of the mortgagee may be created against the property during the term of this mortgage; and to exhibit upon demand at the office of the mortgagee all receipts for said taxes and assessments. The mortgagee may in case of the failure of the mortgagee to do pay any tax or assessment, procure insurance, discharge any claim, lien, or encumbrance, or purchase any tax title or claim against the premises, make any repairs necessary to preserve the security intended to be given by this mortgage, and may obtain complete abstracts of title or title guarantee policies to said real estate, and such conditions thereof as in the judgment of the mortgagee may be required at any time while any part of the debt hereby secured remains unpaid; and all sums so paid shall be added to the unpaid balance of the loan as of the first day of the month in which such payments are made and become a part of the indebtedness secured hereby and shall bear interest until paid at the same rate as the principal indebtedness hereby secured. Premiums advanced by the Association on any life insurance held as additional collateral for the aforesaid loan also shall be added to and become a part of the indebtedness hereby secured and shall bear interest until paid at the same rate as the principal indebtedness hereby secured.

2. Unless specifically encumbered by mortgagee, the mortgagee agrees to pay to mortgagee on the day monthly installments of principal and interest are payable, and until their note is paid in full, a sum (herein "Funds") equal to 1/12th of the yearly taxes and/or assessments which may attach priority over this mortgage, plus 1/12th of yearly hazard insurance premiums and mortgage insurance premiums, if any, all as reasonably estimated initially and from time to time by mortgagee on the basis of assessments and bills and reasonable estimates thereof. No interest shall be paid by mortgagee to mortgagee on such Funds. Mortgagee shall hold such funds without interest and shall apply the Funds to pay taxes, assessments and insurance premiums, but in no event shall mortgagee be required to determine the validity or correctness of any taxes, assessments or insurance premiums. Said Funds are pledged as additional security for mortgagee's indebtedness. If the amount of the Funds held shall not be sufficient, mortgagee agrees to pay the difference upon demand. Upon payment in full of all sums secured by this mortgage, any Funds held by mortgagee shall be returned to the mortgagee forthwith.

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3. To exercise due diligence in the operation, management, and occupation of said real estate and the improvements thereon, and not to commit waste or allow the same to be committed on said premises, and to keep said real estate and the improvements thereon in their present condition and repair, normal and ordinary depreciation alone excepted; and not to commit or permit to be committed on said premises any illegal or immoral acts.

4. If all or any part of the mortgaged premises or an interest therein is sold or transferred by the mortgagors without mortgagee's prior written consent the mortgagee may, at mortgagee's option, declare all the sums secured by the mortgage to be immediately due and payable, if mortgagee exercises such option to accelerate, mortgagee shall mail to mortgagors at their last known address a notice of acceleration giving to the mortgagors 30 days from date such notice is mailed to pay the sums declared to be due. If mortgagor fails to pay such sums prior to the expiration of such period, mortgagee may, without further notice or demand, invoke any remedies permitted to it under this mortgage.

5. Upon default in any payment provided for by any evidence of indebtedness secured hereby or in the event of a default by the mortgagors in the performance of any one or more of the covenants and agreements herein contained, or upon the institution of any legal proceedings to enforce a mortgage or other lien upon the mortgaged property, or if a petition in bankruptcy shall be filed by or against the mortgagors or if the mortgagors shall in any way be adjudged insolvent or shall make an assignment for the benefit of creditors, or if there shall exist any lien or encumbrance on the mortgaged premises superior to the lien of this mortgage, or if said mortgaged property shall be levied upon by virtue of any execution, attachment, or other writ, or shall come into the possession of or be ordered sold by the officer of any court, or if the mortgagors shall abandon the mortgaged property, then the entire indebtedness secured hereby shall at the option of the mortgagee become and be immediately due and payable without notice or demand, and thereupon the mortgagee shall be entitled to the immediate possession of said mortgaged premises and the rents, issues, income, and profits therefrom, with or without foreclosure or other proceedings, and shall also be entitled to collect said indebtedness, to foreclose this mortgage, and to enforce any of its rights hereunder by proper legal or equitable proceedings. It is understood and agreed that the mortgagors shall pay all costs and attorney's fees incurred or paid by the mortgagee in any suit in which it may be plaintiff or defendant by reason of being a party to this mortgage. In any suit or proceeding to foreclose this mortgage or to enforce or protect the mortgagee's rights hereunder, the mortgagee in addition to any other remedy, and regardless of the value of the mortgaged property or the solvency or insolvency of the mortgagors shall be entitled to the appointment of a receiver to take possession of and protect said property and collect the rents and income therefrom and apply the same as provided by law. In case of a foreclosure of this mortgage the abstracts of title or title guarantee policies shall become the absolute property of the mortgagee.

6. No failure on the part of the mortgagee to exercise any of its rights hereunder for defaults or breaches of covenants shall be construed to prejudice its rights in the event of any other or subsequent default or breach of covenant, and no delay upon the part of the mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and the mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

7. The mortgagee at its option may extend the time for the payment of said indebtedness or reduce the payments thereon, or accept a renewal note or notes therefor, without the consent of any junior lien holder and without the consent of the mortgagors if the mortgagors have parted with the title to said property; and any such extension, reduction, or renewal shall not release the mortgagors or any endorser or guarantor from liability for such indebtedness or affect the priority of this mortgage over any junior lien or impair the security hereof in any manner whatsoever.

8. All rights and obligations hereto shall extend to and be binding upon the several heirs, executors, administrators, successors, and assigns of the parties hereto.

9. In the event this mortgage is made and executed by only one person, the word mortgagors as used in this instrument shall be held to mean "mortgagor" and the terms and provisions hereof shall be construed accordingly; and the singular shall include the plural and the masculine shall include the feminine and the neuter.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands and seals the Twenty Sixth day of JUNE 1980.

Russell H. Koenig (SEAL) \_\_\_\_\_ (SEAL)  
RUSSELL H. KOENIG \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

STATE OF INDIANA  
County of Lake SS:

Before me the undersigned, a Notary Public in and for said County and State this Twenty Sixth day of JUNE 1980, personally appeared the within named mortgagors, Russell H. Koenig and acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial seal.

Wilma Norman  
Notary Public WILMA NORMAN

My Commission Expires:  
August 3, 1983

Notary Public, Lake County, Ind.  
My Comm. Expires August 3, 1983

This instrument was prepared by Milan J. Kinsky, Executive Vice President