

589988

Zecars on Liberty Savings and Loan Assn., Whiting, Indiana
1904 Aug. 16, 1972

589988

Real Estate Mortgage

Pal 4 385822-3

THIS INDENTURE WITNESSETH THAT.....David W. Brown & Leslie J. Brown.....

(Husband & Wife)

of.....Lake.....County, Indiana, hereinafter referred to as "mortgagors," 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 9 in Park Manor 8th Addition, to the town of Schererville,
as per plat thereof, recorded in Plat Book 30, page 45 in
the office of the Recorder, of Lake County, Indiana.

LIBERTY TITLE INSURANCE COMPANY
INDIANA DIVISION

STATE OF INDIANA (S. S.)
LAKE COUNTY
IN SECURE
FILE

JUL 1 10 38 AM
WILLIAM BILSKI
RECORDER

together with all buildings, improvements, fixtures, or appurtenances now or hereafter created thereon including all improvements,
equipment, fixtures, or articles, whether in single units or centrally connected, used to supply heat, gas, air conditioning, water, light,
power, refrigeration, ventilation, or otherwise, and any other thing now or hereafter thereon or therein, the furnishing of which by
lessees to lessee is customary or appropriate, including screens, window shades, storm doors and windows, insulated floor coverings,
area rugs, in-door beds, swings, stoves and water heaters, all of which are deemed 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 ensure the performance of the provisions herein and the payment of a certain sum of even date herewith
for the principal sum of...Thirty-Six Thousand Five Hundred Dollars & .00/100, \$36,500.00.

Dollars advanced by the mortgagee and payable to the order of the mortgagee, together with interest thereon, as herein provided,
which sum is payable in...Three Hundred Sixty.....(360) regular monthly installments

of...Three Hundred Sixty-Eight Dollars & .45/100, \$368.45.....Dollars each, commencing on the first day
of.....August.....19.....and on the.....FIRST.....day of each succeeding month thereafter paid the principal

and interest are fully paid, except that the final installment, if not sooner paid, shall be due and payable on the.....FIRST.....

day of.....July.....2010.....and shall be in such sum as shall remain unpaid after the payment of the pre-

ceding installments, said payments shall be applied first to the interest and the balance to the principal and indebtedness is paid
in full and to assure any advances made by the mortgagee to the mortgagors 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 mortgagee suffer deficiency on account of said original
sum 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 indebted-
ness the mortgagee promises to pay to the order of the mortgagee at its office in said City of Whiting, all without relief from voluntary
and appointment laws and with attorney's fees.

Unless applicable law provides otherwise, all payments received by mortgagee hereunder shall be applied first to payment of
amount payable to mortgagee by mortgagors 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 mortgagors further covenant and agree as follows:

1. To keep the buildings and improvements now existing or hereafter created 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 mortgagor so 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 continuations 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 above 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 exempted by mortgagee, the mortgagors agree 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 "Pence") equal to 1/12th of the yearly taxes
and/or assessments which may attain priority over this mortgage, plus 1/12th of yearly hazard insurance premiums and mortgage
insurance premiums, if any, all as reasonably estimated monthly 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 Pence. Mortgagee shall hold such
funds without interest and shall apply the Pence 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 Pence are pledged as
additional security for mortgagors' indebtedness. If the amount of the Pence held shall not be sufficient, mortgagors agree to pay the
difference upon demand. Upon payment in full of all sums secured by this mortgage, any Pence held by mortgagee shall be returned
to the mortgagors forthwith.

J. To exercise due diligence in the operation, management, and occupancy 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 liens 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 mortgagor become and be immediately due and payable without notice or demand, and thereupon the mortgagor 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 mortgagor shall pay all costs and attorney's fees incurred or paid by the mortgagor 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 mortgagor's rights hereunder, the mortgagor 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 mortgagor.

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 mortgagor 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 hereunder 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,
I, David W. Brown,
of 2007 Lake Street,
State of Indiana,
on the 19th day of July, 1930,

Before me, the undersigned, a Notary Public in and for said County and State this ^{Third} day of July 19th, personally appeared the within named marriage, David W. Brown and Leslie J. Brown (Husband & Wife) and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial seal.

WILMA NORMAN **Rotary Public**
Rotary Public, Lake County, Ind.
My Comm. Expires August 8, 1983 **COUNTY OF RESIDENCE DUE**

Milan J. Kazeky, Executive Vice President

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