First Fed Sales of Hmd
131 Rimbach Street
Hmd. IN 46320

First Federal Savings and Loan Association
of Hammond

fal B-386 211-2

FILED FOR RECORD
TITLE INSURANCE CORPORATION
INDIANA DIVISION

592167 **MORTGAGE**

THIS INDENTURE WITNESSETH, That KENNETH L. HAY and BARBARA J. HAY, husband and wife, of the County of LAKE and State of Indiana, MORTGAGE AND WARRANT to the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAMMOND, INDIANA, a corporation organized under the laws of the United States of America, with principal offices at 131 Rimbach Street, Hammond, Indiana, the following described real estate situated in the County of LAKE and State of Indiana, to-wit:

Lot 25, Lawndale Gardens 5th Addition to the Town of Griffith, as shown in Plat Book 34, page 36, in Lake County, Indiana,

STATE OF INDIANA } S. NO
LAKE COUNTY
FILED FOR RECORD
JUL 29 10 35 AM '80
WILLIAM DIELSKI JR
RECORDER

together with all and singular the tenements, appurtenances, rights, easements and privileges thereunto belonging, as well as the rents, income and profits thereof and therefrom, as well as all equipment and appliances located thereon, to secure the payment, when the same becomes due of a promissory note of even date, payable to the Mortgagee in the principal sum of $ 40,800.00 due and payable on or before the 10th day of August, 2005. As provided in said note, with interest as provided in said note from date until paid, all without relief from valuation and appraisement laws and with reasonable attorney's fees after default.

The Mortgagors expressly covenant and agree (1) to pay all taxes and special assessments levied against said real estate and improvements as the same become due and payable; (2) to keep all improvements located upon said real estate or hereafter located thereon insured against loss or damage by fire or such other events as the Mortgagee may require with insurers approved by the Mortgagee, with suitable loss payable clauses to said Mortgagee; (3) to permit no waste to be committed upon said premises or allow said premises to be used for any unlawful purpose; (4) to keep and maintain said premises in good condition and repair; and (5) in the event of the failure of the Mortgagors to keep these covenants, or any part thereof, the Mortgagee may pay such taxes and assessments, procure such insurance or make such necessary repairs and any sums so expended by said Mortgagee therefor, together with interest as aforesaid, shall be and become a part of the debt secured by this mortgage.

In the event of any default in the payment of said note or the covenants of this mortgage, the Mortgagee may declare the entire debt due and foreclose said mortgage, and in such event the Mortgagors shall pay all costs of said foreclosure, including the cost of securing current title data, and in such event the Mortgagee is hereby given the right to obtain the appointment of a Receiver, who shall take possession of said real estate under the usual powers and authority granted Receivers in such cases.

The Mortgagors shall make no material alterations to said real estate or remove any improvements therefrom without the written consent of the Mortgagee, and shall not permit or suffer any legal proceedings to be instituted against said real estate; and it is further understood and agreed that this mortgage is made subject to all regulations and By-Laws of the said Mortgagee, which are hereby ratified and made a part of this contract, and all amendments thereto that may be made before the payment of this loan.

This mortgage shall secure the payment of any additional notes or loans made by the Mortgagee to the Mortgagors at any time hereafter for the purpose of alterations, additions, improvements, or any other purpose within the discretion of the Mortgagee, PROVIDED ONLY that the aggregate of the principal amount of indebtedness secured thereby, shall at no time exceed the original amount hereof.

The Mortgagors agree to reimburse the Mortgagee, by means of additions to the mortgage loan balance, for all expenses caused Mortgagee in connection with litigation, servicing, consultations, services, and documentation necessary and resulting from borrowers alleged acts of omission or commission.

The Mortgagors agree not to sell or convey the mortgaged premises, without the consent of the Mortgagee, so long as any part of this debt remains unpaid, and that the violation of this provision will accelerate the maturity of the debt and cause the entire unpaid balance of the debt to become immediately due and payable, at the option of the Mortgagee, without notice, and shall be a ground for foreclosure.

IN WITNESS WHEREOF, the Mortgagors have executed this mortgage on this 28th day of July 19 80

Kenneth L. Hay (Seal) (Kenneth L. Hay)

Barbara J. Hay (Seal) (Barbara J. Hay)

STATE OF INDIANA }
COUNTY OF LAKE } ss

Before me, the undersigned, a Notary Public, within and for the county and state aforesaid, this 28th day of July 19 80, personally appeared: KENNETH L. HAY and BARBARA J. HAY, husband and wife, and acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal

My Commission Expires
April 12th, 1983

County of Residence: LAKE

(Mildred E. Anderson) Notary Public

This document prepared by
Irene Rybarczyk

Loan No. 14683
Rev. 4-77