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PIONEER NAT'L TITLE INS.

mortgages insured under the one-totour-termly provisions of the Notional Mousing Act.

FHA #152-052523-203

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MORTGAGE

. A.D. 19 80 , berween

THIS MORTGAGE, made the 24th day of July

JACK D. CARLSON AND CINDY M. CARLSON, Husband and Wife
of the City of Hammond in the County of Lake

and State of Indiana

their with

heirs, executors, administrators, and assists crited the mortgager), and

CALIMET SECURITIES CORPORATION

a corporation organized and existing under the iner of the State of Indiana (hereinefter with its successors and essigns called the mortgages).

as evidenced by a certain prominery note of even date herewith, the terms of which are incorporated herein by reference, with interest from date at the rate of Eleven and one half

per centum (LL4 per centum) per ce

Calumet Securities Corporation in Schererville, Indiana
or at such other place as the holder may designate in writing, in monthly installments of Three Hundress Seventy Three
and 11/100
commencing on the first day of September , 1980, and on the first day of each month There watth is
the principal and interest are fully paid, except that the final payment of the entire indebedness evidenced parents if not a
sooner paid, shall be due and payable on the first day of August. 2010.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the morrgagor, in consideration of the premises, and for the purpose of securing the psyment of the money aforested and interest thereon according to the tenor and effect of the said promiseory note, above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the mortgages, all the following described lands and premises, situated and being in the City

of Harmond

in the County of Lake

and State of Indiana, to wit:

The South 6.34 feet of Lot 9 and all of Lot 10 in Block 1 in Bella Vista Addition to Hammond, as per plat thereof recorded in Plat Book 22 page 5, in the Office of the Recorder of Lake County, Indiana.

FEETER 45-238A

SOSERIE

CALLMATT SECURITIES CORPORATION

The interest ten on this interest of i paid diseas to the Interestine Tax Division in secretaries with Ch. 152, Acre 1967.

OFFICIAL PERMIT STAMP

Approved by Interestine Tax Division

including all buildings and improvements thereon (or that may hereafter be exected thereon); together with the hereditaments and appearenesses and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainders and remainders, rents, issues, and profits thereof, and all plumbing, heating and lighting fixtures, and equipment now or hereafter attached to or used in connection with said premises.

AND THE MORTGAGOR FURTHER COVENANTS AS FOLLOWS:

- 1. Thus he will pay the indebtedness as provided in said note and this mortgage; and that he is the owner of said premises is fer simple. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.
- 2. That, in order more fully to protect the security of this mortgage, he will pay to the mortgages, together with, and in addition to, the monthly payments under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder bereaf with funds to pay the next mortgage insurance pressions if this

- instrument and the note scrutch hereby are immered, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

 (I) If and so long as said metr of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (I) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to
 - of the National Homing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such permium to the Secretary of Housing and Urban Development, pursuant to the National Housing Act, as assended, and applicable Regulations three-modes; or (11) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (%) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments:
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the mortgager) less all sums already paid therefor divided by the number of mosths to elapse before one month prior to the date when such ground cents, premiums, taxes and assessments

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Reguesco Form FHA-2118M, which is Obsiders

STATE OF INDIANA HUD-82718M (12-78)



will become delinquent, such sums to be held by mortgages in trust to pay said ground rents, premiumo, texas, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the mortgagor each month in a single payment to be applied by the mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Daveloomens.

or monthly charge (in lies of mortgage insurance premium), as the case may be; (II) ground rents, taxes, special assessments, fire and other hazard insurance permissions;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage deed. In the event that any payment shall become overdue for a period in excess of lifteen (15) days, the mortgager agrees to pay a "late cents (for to exceed four cents (44)) for each dollar (\$1) so overdue, for the purpose of defraving the expense incident to handling the delinquent payment.

3. That if the total of the payments made by the mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the mortgages for ground rents, taxes or assessments or transacte premiums, as the case may be, such excess, if the loan is current, at the option of the mortgagor, shall be credited on subsequent payments to be made by the mortgager, or refunded to the mortgager. If, however, the monthly payments made by the mortgager under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments and insurance premumes, as the case may be, when the same shall become due and payable, then the mortgagor shall pay to the mortgagoe any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums thall be due. If at any time the mortgagor shall tender to the mortgages, in accordance with the provisions of the note socured hereby, full payment of the entire indebtedness represented thereby, the mortgages shall, in computing the amount of such indebtedness, credit to the account of the mortgagor all payments made under the provisions of (e) of paragraph 2 hereof which the mortgages has not become obligated to pay to the Secretary of Housing and Urban Development, and any balence remaining in the funds accumulated under the provisions of (b) or paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the mortgages acquires the property otherwise after default, the mortgages shall apply, at the time of the commencement of sach proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding as a credit against the amount of principal then remaining unpeid under said note, and shall proporty adjust any payments which shall have been made under (6) of said paragraph.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impeditions. for which provision has not been made hereinbefore, and in default thereof the mortgages may pay the same; and that he will

promptly deliver the official receipts therefor to the said mortgages.

5. That he will take receonable care of the mortgaged premises, and the buildings thereon, and will maintain the same in as good repair and condition as at the original date of this mortgage, ordinary depreciation excepted; and that he will commit or permit no wests, and do no act which would unduly impair or depreciate the value of the property as sacurity.

6. That he will keep the improvements now existing or herselter erected on the mortgaged property, insured as may be required from time to time by the mortgages against loss by fire and other hazards, cassaities and continguacies in such amounts and for such periods as may be required by mortgages, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in compeniesapproved by mortgages and the policies and renewals thereof shall be held by mortgages and have estached thereto loss psychia clauses in favor of and in form acceptable to the mortgages. In event of loss mortgagor will give immediate notice by resil to mortgages, and mortgages may make proof of loss if not made promptly by mortgagor, and each insurance encapuary concerned is hereby authorized and directed to make payments for such loss directly to mortgages instead of to mortgages and mortgages jointly, and the insurance proceeds, or any part thereof, may be applied by mortgages at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the mortgager in and to any insurance policies then in force shall pees to the purchaser or grantee.

7. That in case proceedings to foreclose this mortgage are instituted, any sums necessarily expended for the continuation of the abstract of title to the above-described real estate, together with interest thereon at the rate set forch in the nom-

secured hereby, shall become a part of the debt secured by this mortgage and shall be collectable as such.

8. That if default be made in the perment of any of the installments provided for in paragraph 2 hereof for taxes, assessments, fire and other hexard incurance, and mortgage insurance, or in the event of the failure of the mortgager to keep the buildings on said premises and those to be exected on said premises, or improvements thereon, in good repair, said mortgages may pay such taxes, assessments, mortgage and hazard insurance, make such repairs as in its discretion it may deem necessary property to preserve the property and any sums so peed shall be a further lies on such pressume under this mortgage, payable forthwith, with interest at the rate set forth in the note secured hereby until oxid.

9. That should the proceeds of the loss made by the mortgages to the mortgages, the repsyment which is bereby secured, or any part thereof, or any amount paid out or advanced by the mortgages, he used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lies or encumbrance upon said premises above described, or any part thereof, then the mortgages shall be subrogated to any additional security held by the holder of such lien or encumbrance,

10. That should any default be made in the payment of the installments provided for in paragraph 2 hereof, or in the performance of any other covenant in this mortgage or in the note secured hereby, when the same is payable or the time of performance has arrived, as above provided, then all the remainder of the aforesis principal same with all arrentance of interest, and sums payable pursuant to the provisions hereof, shall, at the option of said mortgages, become immediately payable, and the mortgages shall have the right to foreclose this mortgage, anything hereinbefore or in said note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a weiver of the right to exercise the some at any other time.

11. That should proceedings to foreclose this mortgage be instituted, the mortgages may apply for the appointment of a receiver (and the mortgager hereby concents to the appointment of a receiver if there has been any default in the performance of any of the conditions of this mortgage), and such receiver is hereby authorized to take possession of the real estate above described, collect any rental, accrued or to accrue, whether in money or kind, for the use or occupancy of said premises by any person, firm or corporation, or may let or lease said premises or any part thereof, receive the reats, income and profits therefrom, and hold the proceeds subject to the orders of the court, or the judge thereof, for the benefit of the mortgages, pending the final decree in said proteedings, and during any period allowed by law for the redemption from any sale ordered in said cause, and said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to seeme or discharge the indebtedness due or to become due or the solvency of the mortgagors. In the event of a default in any of the mortitions of this mortgage the mortgages is also expressly given the right to take possession of and hold the murtgaged permises with or without process of law and collect the rents and profits therefrom, applying the sums to the charges and payments due under the conditions of the mortgage so long as a default shall continue, and such taking possession shall in no way waive the right of the mortgages to foreclose this mortgages because of a default.

12. That if the premises, or any part thereof, he condemsed under any power of eminest domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage, and the note secured hereby remaining unpaid, are hereby assigned by the mortgages and shall be paid forthwith to the mortgages to be applied by it on account of the indebtedness secured hereby, whether due or not.

(3. No sale of the premises hereby mortgaged and no forbestance on the part of the mortgages or its assigns and no extrusion of the time for the payment of the debt hereby secured given by the mortgages or its assigns shall operate to miress, discharge, modify, change or affect the original liability of the mortgagor herein either in whole or in part.

14. That any person, firm or corporation taking a junior mortgage, or other kin, upon said real estate, shall take the said lien subject to the rights of the mortgages herein to extend the maturity of the indebtedness hereby secured without obtaining the concent of the holder of said junior lien and without the lien of this mortgage losing its priority over any such junior lien.

15. That in the event the property piedged by this instrument is cold under foreclosure and the proceeds are insufficient to pay the total indebtedness evidenced and secured by this instrument the mortgages will be entitled to a deficiency judgment.

16. The mortgager further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within "ACRES from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 5 from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the mortgages or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

It is specifically agreed that time is of the essence of this contract and that the waiver of any options, or obligations recurred hereby, shall not at any time themselver be held to be an abandonment of such rights. Notice of the exercise of any option granted to the mortgages herein, or in the note secured hereby, is not required to be given. All sums payable herein shall be without relief from valuation and approximent laws and with reasonable attorney's free.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, The wind murigagor has increanted ent their hands and seeby

this 24th day of July 1980.

JACK D. CARLSON

CINDY M. CARLSON

The form of this instrument was prepared by the Office of the General Counsel of the Department of Housing and Urban Development, and the material in the blank spaces in the form was inserted by or under the direction of R. G. JORGS,

President, Calumet Securities Corporation, P. O. Box 208, Schererville, STATE OF INDIANA. Indiana

COUNTY OF Lake

Before me. the undersigned.

Janis R. Scott

of Lake County of the State of Indians. on this 24th day

of July 1980, personally appeared JACK D. CARLSON AND CINDY M. CARLSON,

Husband and Wife

acknowledged the execution of the foregoing mortgage.

Witness my head and official sent the day and year last above written.

County of Residence - Leto

Jamie R. Scot Official ante NOTARY PUBLIC

Му соживання ехраче

2/6/84

Received for record this cord at pages

day of of the records of

19 at O'clock

M., and recorded in Mortgage Ro-

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County, Indiana

Recorder of County, Indiana