

594080

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REAL ESTATE MORTGAGE

(Prepare in Triplicates)

MORTGAGOR

(Names and Address)

Philomon J. Dianda  
Rose L. Dianda (Husband & Wife)  
315 Maid Marion Drive North  
Schererville, Indiana 46375

MORTGAGEE

COMMERCIAL CREDIT CORPORATION

5016 Broadway  
Gary, Indiana 46408

07 Lake COUNTY, INDIANA

07 Lake COUNTY, INDIANA

First Pay. Due Date	Final Pay. Due Date	Loan Number	Term of Note & Loan	Number of Monthly Payments	Amount of Each Pay.	Amount of Mortgage Estimated
9/26/80	3/26/85	07918276 GI	8-11-30	60	\$112.87	\$8601.70

This Indenture Witnesseth, that the above-named Mortgagor mortgages and warrants to the above-named Mortgagee the following described real estate in Lake County, in the State of Indiana, as follows to wit:

Lot Ninety-two (92), Sherwood Forest 7th Addition to the Town of Schererville, Lake County, Indiana, as per plat thereof, recorded in the Recorder's Office of Lake County, Indiana.

STATE OF INDIANA'S NO. 1  
JULIUS R. BROWN  
Aug 12 11 15 AM '80  
WILLIAM BILLESKI JR  
RECORDER

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with the Mortgaged Premises, and all the rents, issues, income and profits thereof, to secure payment of the Amount of Mortgage shown above.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") of even date herewith in the amount of ~~\*\*\*EIGHT THOUSAND SIX HUNDRED ONE AND 70/100\*\*~~ Dollars (\$ 8601.70), the interest as therein provided and with a final maturity date of August 26, 1985 without any relief whatever from valuation or appraisal laws of the State of Indiana.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that

The Mortgagee, at his option, may extend the time for payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.

The Mortgagor expressly agrees to pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorney's fees.

Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.

The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.

1980

The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate or rates of interest as specified in the Note. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.

No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to the mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this 11th day of AUGUST

19 80

Signature Philemon J. Dianda  
Printed Philemon J. Dianda

Signature Rose L. Dianda  
Printed Rose L. Dianda

Signature \_\_\_\_\_  
Printed \_\_\_\_\_

Signature \_\_\_\_\_  
Printed \_\_\_\_\_

STATE OF Indiana  
COUNTY OF Lake } ss:

Before me, a Notary Public in and for said County and State, personally appeared Philemon J. Dianda and Rose L. Dianda  
(Name of Mortgagor) (Name of Mortgagor)

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 11th day of AUGUST 19 80

Signature Linda L. Ward  
Printed Linda L. Ward  
NOTARY PUBLIC

My commission expires 7-26-84

The form of this instrument was prepared by the Office of the General Council of the Mortgage, and the material in the blank spaces in the form was inserted by or under the direction of A. H. Persaud

Return to Commercial Credit Corporation  
5016 Broadway, Gary, Indiana 46408