

record & return to Cal. Fed. Sav. & Loan Ass'n., 7007 Calumet Ave., Hammond, In. 46324

2 CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION
HAMMOND, INDIANA
Com 106293-10
606813

MORTGAGE

THIS INDENTURE WITNESSETH, That Larry J. Moes and Kathy J. Moes, husband and wife
of the County of Lake and State of Indiana MORTGAGE AND WARRANT
to the CALUMET FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized under the laws of the United
States of America, with principal offices in the City of Hammond, Indiana, the following described real estate,
situated in the county of Lake and State of Indiana, to wit:

Lot 12 in Block 5 in Hook's 2nd Addition to Highland, as per plat
thereof, recorded in Plat Book 20, page 43, in the Office of the
Recorder of Lake County, Indiana.

NOV 13 8 51 AM '05
WILLIAM DIELSKI JR.
RECORDER

together with all and singular the tenements, appurtenances, rights, easements and privileges thereto belonging, as well as the rents, income and
profits derived and thereafter, as well as all heating, air conditioning, plumbing and lighting fixtures and all other equipment and appliances attached
thereto, to secure the payment, when the same becomes due of a preliminary note of even date, payable to the Mortgagor in the principal sum of
\$19,900.00..... due and payable on or before the 6th day of November 2005, as provided in said note, with
interest as provided in said note from date until paid, all without relief from replevin and attachment laws 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 Mortgagor may require with insurers approved by the Mortgagor with suitable
loss payable clauses to said Mortgagor; which said taxes and insurance, the Mortgagors covenant and agree to pay by paying to the Mortgagor
in monthly installments simultaneously with the installments to become due as provided in the aforesaid mortgage note, as an additional amount to be
paid by said Mortgagor, which additional amount is to be used by the Mortgagor in the payment of said taxes, assessments and insurance premiums,
when due, and in the event the sum above provided does not furnish sufficient funds for the purpose of paying said taxes, assessments and insurance
premiums, the said Mortgagors shall pay such additional amounts thereafter as the Mortgagor may from time to time require, provided however, that in
the event said monthly payments shall at the expiration of each calendar year, during the existence of this mortgage, be found to be more than
sufficient to pay said taxes, assessments and insurance premiums, then such overplus, if any, shall be applied upon succeeding annual periods for
the payment of taxes, insurance premiums and assessments to accrue during the following annual period, and a similar application and adjustment shall
be made every year thereafter until the debt for said taxes, assessments and insurance premiums are fully paid; (3) to permit as often as may be
necessary or convenient or allow said premises to be used for any illegal or immoral purposes; (4) to keep and maintain said premises in good condition
and repair; and (5) in the event of the failure of the Mortgagor to keep these covenants, or any part thereof, the Mortgagor may pay such taxes and
assessments, procure such insurance or make such repairs and any sums so expended by said Mortgagor, together with interest increased two
percent (2%) per annum above the contract rate shall be and become a part of the debt secured by the mortgage.

In the event of any default in the payment of said note or the covenants of this mortgage, and the continuation of such default for thirty (30)
days, the Mortgagor may declare the entire debt due and foreclose said mortgage, and in such event the Mortgagor shall pay all costs of said foreclosure,
including the cost of examinations of abstracts, or costs of garnishment, policy and attorney's fees and court costs, and in such event the Mortgagor 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 thereon without the written consent of
the Mortgagor, 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 said Mortgagor, which are hereby ratified and made a part of this contract,
and all amendments thereto that may be made before the final payment of this loan.

The Mortgagors agree to reimburse Mortgagor by addition to the mortgage loan balance for all expenses caused Mortgagor in connection with
litigation, examinations, services, and documentation resulting from Mortgagors alleged acts of omission or commission.

The Mortgagors agree not to sell or convey the mortgaged premises without the consent of the Mortgagor, so long as any part of the debt hereby
secured remains unpaid, and that the violation of this provision will accelerate the maturity of the indebtedness secured hereby and cause the entire
owed balance of said indebtedness to become immediately due and payable, at the option of the Mortgagor, without notice, and the indebtedness hereby
secured shall bear interest increased two percent (2%) per annum above the contract rate from and after the date of such sale or conveyance.

This mortgage shall secure the payment of any additional notes made hereafter by Mortgagor to Mortgagor for any purpose within the
duration of the Mortgage, PROVIDED ONLY, that the aggregate principal amount of the indebtedness secured hereby shall at no time exceed the
original amount thereof, excepting for the provisions made hereabove for the payment of taxes, insurance and repairs.

This mortgage shall be binding on the undersigned, their heirs, personal representatives, successors, creditors and assigns.

It is agreed that this is of the essence of this contract and that no waiver of any obligation hereunder shall, at any time hereafter be held to
be a waiver of the terms hereof or of the time secured hereby.

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IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals, on this, the 7th day
of November, 1980.

(Seal) Larry J. Moes (Seal)
Larry J. Moes
(Seal) Kathy J. Moes (Seal)
Kathy J. Moes

STATE OF INDIANA } SS:
COUNTY OF LAKE }

Before me, the undersigned, a Notary Public within and for the county and state aforesaid, this 7th day
of November, 1980, personally appeared: Larry J. & Kathy J. Moes, husband and wife and acknowledged
the execution of the foregoing Mortgage to be their free and voluntary acts and deeds, for the uses and purposes
therein set forth.

Witness my hand and Notarial seal, as of the day and year first hereinabove written.

My commission Expires:
June 24, 1984

This document prepared by
Lawrence S. Tomczak

Zoe Ann Rice
Zoe Ann Rice
Notary Public
Resident of Lake County

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