

ORIGINAL

COM 106-744-80  
615447

# Real Estate Mortgage

Wm. C. Whitling  
Whiting

THIS INDENTURE WITNESSETH: That **Andreas S. Gyure, Jr., Leon Gyure, Husband and Wife and Zuel Gyure**

of **Lake** County, State of Indiana, whether one or more herein called Mortgagor, mortgagee and warrant to **American Trust and Savings Bank, Whiting, Indiana**, an Indiana Banking Corporation, hereafter called the Mortgagee, the following described real estate in **Lake** County, State of Indiana, to-wit:

**Lot Six (6) and Seven (7), Starbar Street Subdivision, in the City of Whiting, as shown in Plat Book 5, page 25, in Lake County, Indiana.**

STATE OF INDIANA  
JAN 29 @ 51 AM '81  
WILLIAM BIELSKI JR  
RECORDER

PIONEER NAT'L TITLE INS. CO.

together with the hereditaments and appurtenances thereto appertaining, and together with all improvements and buildings now or hereafter erected or placed on said land, and together with all easements, rights, and privileges appertaining to said land, and together with all fixtures of every nature which are now or hereafter may be attached to or used in connection with said land, buildings, or improvements, including but not by way of limitation all heating, plumbing, and electrical fixtures, heat radiators, hot water heaters, oil burners, stoves, furnaces, air-conditioning apparatus, window shades, awnings, storm windows and doors.

TO SECURE THE PAYMENT of the original sum of **Twenty-Six Thousand Dollars and no/100** Dollars, **26,000.00**

and interest, evidenced by Mortgagee's one promissory note, dated **January 19**, 19 **81**, in said principal amount, payable according to its terms at the office of **American Trust and Savings Bank, in Whiting, Indiana** or at such other place as the legal holder thereof may from time to time direct, with final installment payable on the **25th**

day of **January**, **1981** and thence to secure the performance by Mortgagee of Mortgagee's covenants, agreements, promises, payments, and conditions herein set forth.

The Mortgagee for himself, his heirs, executors, administrators, successors, and assigns hereto and to his successors, assigns and assigns as follows:

1. Mortgagee agrees to accept as the Mortgagee's collateral the indebtedness and interest of the Mortgagee herein set forth in this mortgage.
2. Mortgagee agrees to suffer or permit no kind of encumbrance or disturbance to attach to the premises and to comply with all laws, ordinances, and rulings of any governmental entity relating to this mortgage.
3. That until all sums secured hereby are paid in full Mortgagee will keep the buildings and fixtures substantially insured against fire and such other hazards and contingencies as Mortgagee may require from time to time. The policies of such insurance shall be submitted with the Mortgagee, and shall contain satisfactory mortgage clauses making such policies payable to the Mortgagee in case of loss, and shall otherwise be in such form and amount as issued by companies acceptable to the Mortgagee. If the Mortgagee shall carry such insurance then it shall be required by the Mortgagee, such insurance shall be made payable to the Mortgagee as above specified, and the policies of such insurance shall be submitted to the Mortgagee. The Mortgagee may collect the proceeds of any insurance which may become due, and at its option, after deducting the amount of such collection, may apply the balance to one or both of the following: (a) to a partial or total redemption of the buildings; (b) to the payment of principal, whether then matured or not in the order of its maturity.
4. That the Mortgagee will pay all taxes, assessments, and charges which are or may be levied against the premises or any part thereof before the same become delinquent, and shall deliver to the Mortgagee satisfactory evidence of such payment. In addition the Mortgagee will pay all taxes which may be levied upon the Mortgagee's interest in the real estate and improvements, and which may be levied upon the mortgagee or the interest secured thereby (but only to the extent that such is not prohibited by law and only to the extent that such will not make this loan unenforceable, but excluding any income tax, State or Federal, imposed upon the Mortgagee. Upon violation of the undertaking of the Mortgagee after the date of this instrument of a law in the State of Indiana, imposing payment of the whole or any portion of the taxes assessed upon the Mortgagee, or charging in any way the taxes now in force for the taxation of mortgages or debts secured thereby for State or local purposes, then and in such event the same hereby secured without any deduction shall at the option of the Mortgagee become immediately due and payable, notwithstanding anything contained in this mortgage or in any law hereafter enacted.
5. If required by the Mortgagee, the Mortgagee, together with and in addition to the maturity of other periodic payments of principal and interest required under the terms of the note secured hereby, will comply with the Mortgagee's requirements of a sum sufficient to place funds in the hands of the Mortgagee with which to pay taxes, assessments, and charges levied against the premises at the time they become due, and to pay renewal premiums on fire and other hazard insurance, when such sums are demanded shall be paid by the Mortgagee and shall be applied to the payment of taxes, assessments, charges, and insurance premiums. If at any time the funds to be held by the Mortgagee are insufficient to pay any such taxes, assessments, charges, or insurance premiums which the same shall become due and payable, the Mortgagee shall immediately upon notice received with the Mortgagee the amount of such deficiency, in the event of default of any of the provisions of this mortgage, the Mortgagee may at its option apply any money held by it for the payment of taxes, assessments, charges, or insurance premiums on any of the mortgage premises, and in such case and in such manner as it may elect.
6. That until all sums secured are fully paid the Mortgagee will keep the premises in as good condition and repair as they now are and will not add, mortgage, lease, or remove any fixtures or attachments on, in, or about the buildings and will not remove or permit the removal, demolition, or material alteration of any buildings now on the land without the consent of the Mortgagee and will not permit or consent any waste on the premises and will not permit the Mortgagee or its agent at all reasonable times to enter, pass through, or over the premises for the purpose of inspecting the same to ascertain whether compliance is being made of the conditions and provisions hereof.
7. The Mortgagee in its option may make any payment necessary to remove or extinguish any outstanding debt, lien, or encumbrance on the premises, and may pay any unpaid taxes or assessments charged against the property, before or after delinquency, with penalties, interest, and costs, and may insure the property and pay for such insurance if default be made in the contract to insure, and any sum or sums so paid shall become a lien upon the above described property and shall be secured by this mortgage and may be repaid with interest at the rate of eight percent (8%) per annum.
8. The Mortgagee without notice may release any part of the security provided herein if any person liable for the indebtedness secured hereby without in any way affecting the lien hereof upon any part of the security not expressly released, and may agree with any party concerned in said indebtedness or having any interest in the security described herein to extend the term of payment of any part or all of the indebtedness secured hereby. Such agreement shall not in any way release or impair the lien hereof but shall extend the lien hereof as against the title of all parties having any interest in said security, which interest is subject to this lien.
9. That the Mortgagee will, on demand, reimburse Mortgagee for any charges, including Attorney's fee, incurred in connection with any suit or proceedings to which the Mortgagee may be made a party by reason of this mortgage and the sum of such charges shall constitute a part of the debt secured hereby and shall bear interest at the rate of eight percent (8%) per annum.
10. That the amount of any payment by the Mortgagee for any of the purposes herein set forth shall in no event be considered as a source of any breach of covenants contained herein. Failure of the Mortgagee to deliver the entire indebtedness due or breach of any agreement shall not be a breach of Mortgagee's duty to advance such money at any time thereafter or on any subsequent default.
11. That if the articles or interest on the note herein secured by any part of the real estate included by this mortgage or interest thereon, do not come when due, or if default be made in its full and agreed performance of any covenant or agreement herein contained, or if any proceedings be instituted which might result in the foreclosure of the (a) and enjoyment of the said property, or if the Mortgagee shall make an assignment for the benefit of his creditors, or if a receiver be appointed for the Mortgagee or his property, or if the Mortgagee file any petition or institute any proceedings under the National Bankruptcy Act, then on the happening of any one or more of such events, the whole indebtedness secured hereby shall at the option of the Mortgagee become immediately due and payable, at without any notice or demand whatsoever.
12. Mortgagee agrees that in event of foreclosure he will pay as a part of the mortgage debt a reasonable attorney fee for Mortgagee's attorney and all expenses of this kind and satisfaction necessary for such foreclosure, and that on suit being filed the court shall at once without notice appoint a receiver to take charge of the mortgage property.
13. In addition to the note of obligation above mentioned, this mortgage is intended to secure any and all future loans or indebtedness now or to be made by the mortgagee to the mortgagee. The collection of the mortgage to make further or future advances or re-advanced shall be obtained with the mortgagee.

P. J. S. 1/25/81

RECORDED

14. The mortgagor herein understands that one of the reasons that they were able to secure this mortgage was because of their ability to repay the loan, and the mortgage, and it is executed, conveyed and agreed with the mortgagee that in the case of a sale or transfer by the mortgagor or their successors in title of the premises hereby mortgaged, the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby for foreclosure and sale, and the mortgagor shall have the right to foreclose this mortgage, and the mortgagee shall have the right to foreclose this mortgage, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

15. Upon default by mortgagor in his covenants hereunder this mortgage shall be construed to constitute an assignment to mortgagee of all rents, profits and issues arising from the mortgaged premises and mortgagee shall be entitled to collect the same and to deduct its reasonable charges for its services in so doing, and to apply the balance thereof, upon the expiration of the term hereof, to the satisfaction of the debt secured hereby, and the right to such application shall in no manner be dependent upon the exercise or non-exercise of any power hereunder to sell the premises of the mortgagor.

16. The covenants, conditions, and complete power hereunder shall be binding upon the mortgagor and the heirs, assigns, administrators, executors, and assigns of the mortgagee, and shall inure to the benefit of the mortgagee and its successors and assigns, who may use, the words "mortgagee" shall include the heirs, assigns and assigns, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal this 19th day of January, A.D. 1931

Seal: Andrew S. Gyure, Jr. Seal:
Seal: Lenna Gyure Seal:
Seal: Lenna Gyure Seal:
Seal: Lenna Gyure Seal:

STATE OF Indiana )
COUNTY OF Lake )

Before me, the undersigned, a Notary Public in and for said County and State, this 19th day of January, 1931, came Andrew S. Gyure, Jr., Lenna Gyure and Lenna Gyure

and acknowledged the execution of the enclosed instrument.

WITNESS MY HAND and Official Seal. Patricia L. Babair

My Commission Expires 2-25-34
County of Residence - Lake

"This instrument prepared by R. F. Kaplan, Vice-President"

STATE OF )
COUNTY OF )

On this day of 1931, personally appeared before me, a Notary Public in and for said County and State, and respectively president and secretary of

who acknowledged the execution of the enclosed mortgage as such officers for and on behalf of said corporation.

WITNESS MY HAND and Official Seal.

My Commission Expires Notary Public.

MORTGAGE - INDIANA
No.
FIRST MORTGAGE
ON REAL ESTATE
From
To