

615805

Record & return to Cal. Fed. Sav. & Loan Ass'n., 7007 Calumet Ave., Hammond, In. 463 24  
Policy B-389866-7

**CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION**  
HAMMOND, INDIANA

615805

**MORTGAGE**

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

THIS INDENTURE WITNESSETH, That FREDERICK P. JAKUBOWICZ

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 278, Lakeside 9th Addition to Highland, as shown in Plat Book 37,  
page 34, in Lake County, Indiana.

STATE OF INDIANA'S NO  
FILED FOR RECORD  
JAN 27 10 37 AM '01  
WILLIAM BIELSKI JR  
RECORDER

together with all and singular the tenements, appurtenances, rights, easements and privileges thereto belonging, as well as the rents, income and  
profits thereof and therefrom, as well as all heating, air conditioning, plumbing and lighting fixtures and all other equipments and appliances attached  
thereto, 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  
\$ 47,500.00 due and payable on or before the 25th day of January 19 2011 as provided in said note, with  
interest as provided in said note from date until paid, all without relief from valuation and appraisement laws with reasonable attorney's fees after default.

The Mortgagor expressly covenants and agree (1) to pay all taxes and special assessments levied against said real estate and improve-  
ments 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 insurances approved by the Mortgagee with suitable  
loss payable clauses to said Mortgagee; which said taxes and insurances, the Mortgagor covenants and agree to pay by paying to the Mortgagee  
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 Mortgagee in the payment of said taxes, assessments and insurance premiums,  
when due, and in the event the sum so provided does not furnish sufficient funds for the purpose of paying said taxes, assessments and insurance  
premiums, the said Mortgagor shall pay such additional amounts therefor as the Mortgagee 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 over-plus, 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 no waste to be committed  
upon said premises 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 Mortgagee may pay such taxes and  
assessments, procure such insurance or make such repairs and any sums so expended by said Mortgagee therefor, 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 continuance of such default for sixty (60)  
days, the Mortgagee 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 coordination of abstract or costs of guaranty policy and attorney's fees and court costs, 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 Mortgagor 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 said Mortgagee, 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 Mortgagor agrees to reimburse Mortgagee by additions to the mortgage loan balance for all expenses caused Mortgagee in connection with  
litigation, consultations, services, and documentation resulting from Mortgagor's alleged acts of omission or commission.

The Mortgagor agrees not to sell or convey the mortgaged premises without the consent of the Mortgagee, as 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  
outstanding balance of said indebtedness to become immediately due and payable, at the option of the Mortgagee, 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 Mortgagee for any purpose within the  
terms of the Mortgagee, PROVIDED ONLY, that the aggregate principal amount of the indebtedness secured hereby shall at no time exceed the  
original amount thereof, existing for the purposes made hereinabove for the payment of taxes, insurance and repairs.

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

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

IN WITNESS WHEREOF, the Mortgagor have hereunto set their hands and seals, on this 26th day  
January 2011

615805

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(Seal) Frederick P. Jakubowicz (Seal)  
Frederick P. Jakubowicz (Seal)

STATE OF INDIANA }  
COUNTY OF LAKE } SS:

Before me, the undersigned, a Notary Public within and for the county and state aforesaid, this 26th day of January, 1981, personally appeared: Frederick P. Jakubowicz 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  
Laura Ann St. Tomczak

Zoe Ann Rice  
Zoe Ann Rice Notary Public  
Resident of Lake County, In.

12/26/81