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# Real Estate Mortgage

2 This Indenture Witnesseth, That Harold L. Stark and Felicia A. Stark, husband and wife

of Lake County, in the State of Indiana

Mortgage and Warrant to James A. Stark

of Marian County, in the State of California, the following described

Real Estate in Lake County, in the State of Indiana, as follows, to-wit:

Lots Number Thirty-two (32) and Thirty-three (33) in Block Number Three (3) as marked and laid down on the recorded Plat of Golfmoor, in the Town of Highland, Lake County, Indiana, as the same appears of record in Plat Book 21 Page 56 in the Recorder's Office of Lake County, Indiana

JAN 27 10 59 AM '01  
WILLIAM HILLSKI JR  
RECORDER

TOGETHER with the buildings and improvements now or hereafter erected thereon, including all heating, air-conditioning, plumbing, gas and electric fixtures or appliances, now in or which hereafter may be placed in any building, now or hereafter upon said property together with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain obligation evidenced by a promissory note of even date herewith for the principal sum of Five thousand Dollars

(5,000.00) secured by the Mortgagee and payable to the order of the Mortgagee on or before Six (6) years after due date of first payment, with interest thereon as provided in said note, said principal and interest being

payable at Novato, Marin County, California in regular monthly installments of One Hundred and Six and Twenty-four One Hundredths (106.24) each, due on the first day of each calendar month hereafter, all of which indebtedness the Mortgagee severally promise and agree to pay to the order of the Mortgagee, all without relief from valuation and application laws and with attorney's fees.

This mortgage also secures the payment of any additional loans made by the Mortgagee at its option to the Mortgagor from this date, and all instruments evidencing the same.

The Mortgagee do hereby further covenant and agree as follows:

1. To keep the improvements now existing or hereafter erected on said mortgaged premises constantly insured against loss or damage by fire, windstorm, and such other causes as the Mortgagee may require, in compliance acceptable to the Mortgagee, in a sum equal to all sums to the total indebtedness secured hereby, and to deliver to the mortgagee the policies of insurance and all renewals thereof, in such form as the Mortgagee may require, with a mortgage clause satisfactory to it, and to pay all taxes, special assessments, cost of repairs, and any and all expenses incident to the ownership of the mortgaged property when due, and to exhibit upon demand, at the office of the Mortgagee, all receipts for said taxes and assessments. The Mortgagee may in case of failure of the Mortgagor as to do, pay any tax or assessment, procure insurance, discharge any claim, lien or incumbrance, make any repairs necessary to preserve the security intended to be given by this mortgage, and may obtain such abstracts of title (or policies of title insurance) coverage and real estate as in the judgment of the Mortgagee may be required. All sums so paid shall become immediately due to the Mortgagee, shall be added to and become a part of the indebtedness secured hereby, and shall bear interest at the rate of ten per cent (10.0 per annum) until paid.

2. To exercise due diligence in the execution, maintenance, and occupation of said real estate and the improvements thereon, and not to commit waste or allow the same to be committed on said premises, and to keep said real estate and the improvements thereon in their present condition and repair, normal and ordinary depreciation alone excepted, and not to commit or permit to be committed on said premises any illegal or immoral acts.

3. The Mortgagee at its option may extend the time for the payment of said indebtedness, or reduce the payment thereon, or accept a renewed note or notes therefor, without the consent of any junior lien holder, and without the consent of the Mortgagors if the Mortgagors have parted with the title of said property, and any such extension, reduction or renewal shall not release the Mortgagors or any endorser or guarantor from liability for such indebtedness, or affect the priority of this mortgage over any junior lien, or impair the security hereof in any manner whatsoever.

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4. Not to suffer or permit without the written consent of the mortgagee (c) Any use of said property for a purpose other than that for which the same is now used or (d) Any alterations, additions to, demolition or removal of any of the improvements, appurtenances, fixtures or equipment now or hereafter upon said property.

5. All rights and obligations hereunder shall extend to and be binding upon the several heirs, executors, administrators, successors and assigns of the parties hereto.

6. In the event this mortgage is made and executed by only one person, the word "Mortgagors" as used in this instrument shall be held to mean "Mortgagor," and the terms and provisions hereof shall be construed accordingly.

Upon default in the payment of said note, or upon the sale or conveyance of the mortgaged premises without the written consent of the mortgagee, or in the performance of any of the covenants and agreements herein contained, or upon the institution of any legal proceeding to enforce a mortgage or other lien upon the mortgaged property, or if a petition in bankruptcy shall be filed by or against the Mortgagors or if the Mortgagors shall in any way be adjudged insolvent or shall make an assignment for the benefit of creditors, or if there exist any lien or incumbrance on the mortgaged real estate superior to the lien of this mortgage, or if said mortgaged property shall be levied upon by virtue of any execution, attachment or other writ, or shall come into the possession of or be ordered sold by the officer of any court, or if the Mortgagors shall abandon the mortgaged property, then the entire indebtedness secured hereby shall, at the option of the Mortgagee, become and be immediately due and payable, without notice or demand, and thereupon the Mortgagee shall be entitled to the immediate possession of said mortgaged property and the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings, and shall also be entitled to collect said indebtedness to foreclose this mortgage and to enforce any of its rights hereunder, by proper legal or equitable proceedings. It is understood and agreed that the Mortgagors shall pay all costs and attorney's fees incurred or paid by the Mortgagee in any suit in which it may be plaintiff or defendant by reason of being a party to this mortgage. In any suit or proceeding to foreclose this mortgage, or to enforce or protect the Mortgagee's right hereunder, the Mortgagee, in addition to any other remedy, and regardless of the value of the mortgaged property or the solvency or insolvency of the Mortgagors, shall be entitled to the appointment of a receiver, without notice, to take possession of and protect said property and collect the rents and income, and apply the same as provided by law. In case of a foreclosure of this mortgage, the abstracts of title, all pre-paid insurance and title policies shall be the absolute property of the Mortgagee.

In Witness Whereof, the said mortgagor have hereunto set their hands and seal this 29th day of December 19 80  
\_\_\_\_\_  
(Seal) Harold L. Stark (Seal)  
\_\_\_\_\_  
(Seal) Felicia A. Stark (Seal)  
\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)

This instrument prepared by  
John S. Dull, 3135 Sunrise Drive, Crown Point, IN 46307

STATE OF INDIANA, Lake COUNTY, IN

Before me, the undersigned, a Notary Public in and for said County, this 29th day of December 19 80, came Harold L. Stark and Felicia A. Stark.

and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My Commission expires May 5, 1981

*John Stephen Dull*  
John Stephen Dull Notary Public

