

Form til U No 6239-Ind. (Nic. 312 Loans (Kerised Aug. 1914)

43 THLE U.S. CORP. . 7895 BROADWAY MERRILLVILLE IND. 46410

This Martgage made as of the 29th

day of August

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(hereinsites extled, and if more than one party jointly and Woody J. Benedict severally hereinafter called "Morteagor"), residing at 546-548 Vermont St. Lake and the United States of America (hereinafter called "Mortgagee"), acting-by and through the Department of Housing and Urban Development liaving a Regional Office at 300 South Wacker Drive, Chicago

WITNESSETII, that to secure the payment of an indebtedness in the principal amount of Iwanty-One Thousand, Five ), with interest thereon, which shall be payable in accordance with a Hundred & Fifty Dollars (\$ 21.550.00 certain note hearing even date herewith, a true and correct copy of which, exclusive of the signature of the Mortgagor, marked "Schedule A" is annexed herein and made a part herenf, and all other indehtedness which the Mortgagor is obligated to pay to the Mortgagee pursuant to the provisions of the Note and this Mortgage, the Mortgagor hereby grants, conveys and mortgages to the Morrgagee:

The following described property, situate in

County, Indiana.

South 18ft. of Lot 17 and the North 24ft. of Lot 18, Block 93, Gary Land Co.'s. the second of th First Subdivision. 

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TOGETHER, with all appartenances thereto and all the estate and rights of the Mertgagur in and to such property or in anywise appertaining thereto; all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and acticles of personal property now or hereafter attached to, or used in, or in the operations of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purpose for which they were or are to be erected or installed, including, but not limited to all heating, plumbing, bathroom, lighting, cooking, laundry, ventilating, refrigerating, incinerating, and air-conditioning equipment and fixtures and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner;

· TOGETHER, with any and all awards now or hereafter made for the taking of the property mortgaged hereby, or anypart thereof (including any casement), by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Mortgagee and are deemed a part of the property mortgaged hereby, and the Mortgagee is hereby authorized to collect and receive the proceeds of such awards, to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the Morteagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning each such award to the Morrgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever; and

TOGETHER, with all right, title and interest of the Mortgagor in and to the tand lying in the streets and roads in front of and adjoining the above described land (all the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being heteinafter collectively called the "mortgaged property").

TO HAVE AND TO HOLD the martgaged property and every part thereof unto the Mortgages, its successors and assigns forever for the purposes and uses herein set forth.

AND the Mortgagor further covenants and agrees with the Mortgagee, as follows:

- 1. The Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the Note, and all other charges and indehtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.
- 2. The Martgagor will pay when due, as hereinafter provided, all ground cents, if any, and all taxes, assessments, water rates and other governmental charges, lines and impositions, of every kind and nature whatsnever, now or hereafter imposed on the mortgaged property, or any part thereof, and will pay when due every annual of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.
- 3. This Mortgage and the Note were executed and delivered to secure moneys advanced, or to be advanced, by the Mortgagee as or on account of a loan evidenced by the Note, for the purpose of making the improvements described as referred to in List of Work the Sept. 12. . 19 du , to or on the mortgaged property, and for such other purpose, if any, described or referred to therein, which improvements are hereafter collectively called "Improvements." The Mortrague shall make or cause to be made all the Improvements. If the constitution or installation of the improvements shall not be carried out with reasonable difference, or shall be trimentimed at any time for any reason, other than strikes, lockours; acts of God, fires, floods or other similar catasteppines, cours, war or insurrection, the Mortgager after due notice to the Morteacur is licitly authorized (a) to enter upon the mortgaged property and employ any watchmen in protect the improvements from depredation or miner and to preserve and protect such property, (h) to carry out any or all then existing contracts between the Mostergue and other parties for the purpose of making any of the improvements, (e) to make and enter into additional contracts and ment obligations for the purposes of completing the Improvements pursuant to the obligations of the Mortgagor bereumice, either in the name of the Mortgagor or the Mortgagor, and (d) to pay and discharge



all debts, obligations and liabilities incurred by reason of any action taken by the Mortgages, as provided in this Paragraph, silk of which amounts to paid by the Mortgages, with interest thereon from the date of each such parament, at the cate of three percent (172) per annum, shall be paralle by the Mortgages to the Mortgages on demand and shall be secured by this Mortgages.

- 4. No building or other structure or improvement, lixture or personal property montgaged bereby shall be removed or demotished without the prior written consent of the Morteagee. The Morteager will not unke, permit or suffer any alteration of or additions to any huriding or other structure or improvement now or which may hereafter be exected or invalled upon the morteaged property, or any part thereof, except the improvements required to be made pursone to Paragraph I hereof, nor will the Morteager use, or permit or suffer the use of, any of the morteaged property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Morteager. The Morteague will maintain the morteaged property in good condition and state of repair and will not suffer or permit any waste to any part thereof; and will promptly comply with all the requirements of Pederal, state and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.
- 3. The Mortgagne will not voluntarily create, or permit or suffer to be created or to exist, on or against the mortgaged property, or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens, if any, to which this Mortgage is expressly subject, as set forth in the granting clause above, and will keep and maintain the same free from the claims of all parties supplying labor or materials which will enter into the construction or installation of the Improvements.
- 6. (a) The Marteagar will keep all buildings, other structures and improvements, including equipment, now existing of which may ligreafter be ererted or installed on the land morteaged hereby, insured against loss by fire and other hazards, casualties and contingencies, in such amounts and manner, and for such periods, all as may be required from time to time by the Mortgagee. Unless otherwise required by the Mortgagee, all such insurance shall be effected by Standard Fire and Extended Coverage insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefor shall be in such form and shall have attached thereto loss payable clauses in favor of the Mortgagee and any other parties as shall be satisfactory to the Mortgagee. All such policies and attachments thereto shall, be delivered promptly to the Mortgagee, unless they are required to be delivered to the holder of a lien of a mortgage or similar instenment to which this Martgage is expressly subject, in which latter event certificates thereof, satisfactory to the Martgagee, shall be delivered promptly to the Morteagee. The Morteagor will pay promptly when due, as hereinalter provided, and any and all premiums on such insurance, and in every case in which payment thereof is not made from the deposits therefor required by this Mortgage, promptly submit to the Mortgagee for examination receipts or other evidence of such parment as shall be satisfactory to the Marreagee. The Marteagee may obtain and pay the premium on (but shall be under no obligation to do so) every kind of insurance required hereby if the amount of such premium has not been deposited as required by this Mortgage, in which event the Mortgagor will pay to the Mortgagee every premium so paid by the Mortgagee.
- (b) In the event of loss or damage to the mortgaged property the Mortgagor will give to the Mortgages immediate notice thereof by mail, and the Mortgages may make and file proof of loss if not made otherwise promptly by or on behalf of the Mortgages. Each insurance company issuing any such policy is hereby authorized and directed to make payment hereunder for such loss directly to the Mortgages, instead of to the Mortgagos and the Mortgages jointly, unless the amount of loss is payable first to the holder of a lien under a mortgage or similar instrument to which this Mortgage is expressly subject; and the insurance proceeds or any part thereof is received by the Mortgages may be applied by the Mortgages, at its option, either in reduction of the indebtedness hereby secured, or to the restoration or repair of the mortgaged property damaged. In the event of foreclosure of this Mortgage, or of any transfer of title to the mortgaged property in extinguishment of such indebtedness, all right, title and interest of the Mortgagos in and to every such insurance policy then in force, subject to the rights and interest of the holder of any such prior lien, shall pass to the grantee acquiring title to the mortgaged property together with such policy and appropriate assignment of such right, title and interest which shall be made by the Mortgagos.
- 7. (a) In order more fully to protect the security of this Mortgage, the Mortgages shall deposit with the Mortgages together with, and in addition to, the payment of principal and interest monthly on account of the Note secured hereby, until the Note is paid in full, an amount of money equal to the total amount of (i) ground cents, if any, next becoming due, (ii) the premiums next hecoming due on the policies of fire and all other hazard insurance required by this Mortgage with respect to the mostgaged property, (iii) takes, assessments, water rates and other governmental charges next becoming due on the mostgaged property (all the foregoing amounts as estimated by the Morteager and set forth in a written notice of such estimate by the Mortgages to the Mortgagor from time to time), less all amounts that may already have been paid therefor, divided by the number of calendar months to clapse before one calendar month prior to the date when such ground cents, premiums, taxes, assessments, water rates and other governmental charges, respectively, will become due and payable. If any amount referred to in clauses (i) through (iii) hereof is required to be deposited by the Mortgagor under a mortgage or similar instrument having priority over the lien of this blortgage, the blortgagor shall make the deposits required by this Paragraph 7 only in the event of the termination of such obligation under the prior mortgage or similar instrument. The Mortgagor shall give prompt nonce in writing to the Mortgagee of the occurrence of the last-mentioned event. All such amounts so deposited with the Mortgagee shall be held by the Morreagee, or any agent designated by it, in trust to be used only for the garment of such ground rents, premiums, taxes, assessments, water rates and other governmental charges. No interest shall be payable by the Mortgagee on any sum so deposited.
- (h) All amounts required to be deposited within the Mortgagee monthly in accordance with Paragraph 7(a) bereof, and the amount of principal and interest to be paid each month on account of the Note, small be added together, and the aggregate amount thereof shall be paid by the Mortgagee to the Mortgagee in a single payment to be applied by the Mortgagee on account of the indiffedness of the Mortgager pursuant to the Note and this Mortgage (to the extent that monies are available from the amount so deposited), in the order, any provision of the Note to the contrary notwithstanding, as follows:

FIRST, to the late charges, if any referred to in the Note:

SECOND, to the amount of such ground rents, if any, fire and other hazard insurance premiums, taxes, assessments, water taxes and other governmental charges required to be paid under the provisions of this Mortgage, in whatever sequence the Mortgage may exclusively determine;

TILIRD, to interest due on the Note; and

FOURTH, the remainder, in the principal due on the Note.

Any deliciency in the amount of any such aggregate monthly payment shall, unless paul by the Morteagne prine to the due date of the next such deposit payable, constitute an event of default under this Morteage.

- (c) Any excess funds that may be accumulated by reason of the deposits required under Pararraph 7(a) hereof, remaining after parment of the amounts deteribed in slauses (i), (ii) and (iii) thereof, that he credited to subsequent respective monthly amounts of the same nature remoted to be paid thereunder. If any such amount thail excess the estimate therefor, the Mortgages shall forthwith pay to the Mortgages the amount of such delicioney upon written name by the Mortgages of the amount thereof. Pailure to do so before the due date of such amount shall be an event of default under this Mortgages. If the mortgaged property is sold under forcelosure or is otherwise acquired by the Mortgage, after default by the Mortgages, any remaining balance of the accommissions under Paragraph 7(a) hereof, shall be excluded to the principal amount towing on the Note as at the date of commemous or of forcelosure proceedings for the mortgaged property, or as of the date the nontgaged property is otherwise an acquired.
- 3. The improvements and all plans and energications therefor dull comply with all applicable municipal actionness, termlations, and rules made or promutested by tauful authority, and upon their completion shall comply therewith.



the paste, received and amore charges, he penerally in the Soles the Morrerors may be appeared across make such particular levely princed to make the Morreror functional reportable property of such particular to the rate of an percent them have not any previous for which a distribute rate of interest to specifical become, shall be precided in the Morreror to the Morreror and all his second by the the Mary and This Morreror with respect to any such amount and the interest thereing, shall constitute a her on the interest property princ to any other accounts an interest thereing, shall constitute a her on the interest property princ to any other accounts an interest thereing.

10. The Moregages, by any of its appears or representatives, shall have the right to inspect the moregaved property from time to time at any reasonable hour of the day. Should the moregaed property, or any part thereof, it any time require inquisions, repair, care or attention of any kind or nature out provided by this Moregae as determined by the Moregaes in its sole discretion, the Moregaes may, after notice to the Moregaese, enter or cause entry to be made upon, the moregaed property, and inspect, repair, protect, care for or maintain such property, as the Moregaese may in its sole discretion deem necessary, and may pay all amounts of money theretor, as the Moregaese may in its sole discretion deem necessary.

11. The principal amount owing on the Note together with interest therein and all other charges, as therein provided, and all other amounts of money owing by the Mortgagor to the Mortgagor pursuant to and secured or intended to be secured by this Mortgage, shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Mortgagor or any of the property of the Mortgagor, or upon the filting of a petition by or against the Mortgagor under the provisions of any State insolvency law, or under the provisions of the bank-ruptey Act of 1898, as amended, or upon the making by the Mortgagor of an assignment for the benefit of the Mortgagor's creditors. The Mortgagor is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable upon the happening of any of the following events:

- (a) Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment;
  - (b) Nunperformance by the Mortgagor of any covenant, agreement, term or condition of this Mortgage, or of the Note (except as otherwise provided in subdivision (a) hereof) or of any other agreement heretoiore, herewith or hereafter made by the Mortgagor with the Mortgague in connection with such indebtedness:
  - (c) Failure of the Mortgagor to perform any covenant, agreement, term or condition in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage;
  - (d) The Mortgagee's discovery of the Mortgagee's failure in any application of the Mortgagee to the Mortgagee to disclose any fact deemed by the Mortgagee to be nuterial, or of the making therein or in any of the agreements entered into by the Mortgager with the Mortgagee (including, but not limited to, the Note and this Mortgage) of any misrepresentation by, on behalf of, or for the benefit of, the Mortgager;
  - (e) The sale, lease or other transfer of any kind or nature of the mortgaged property, or any part thereof, without the prior written consent of the Mortgagee;
  - (f) The enactment after the date of this Mortgage of any law of the State of Indiana deducting from the value of the mortgaged property (or any past thereof), for the purpose of taxation, any lien thereon, or changing in any way its laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of collection of any such tax, so as to affect this Mortgage, and if after such enactment or change the holder of the Note and this Mortgage gives written notice to the Mortgage declaring the Note and all other indebtedness secured by this Mortgage to be due and payable, because of any such enactment or change, immediately upon the expiration of thirty (30) cays after such notice.

The Mortgagee's failure to exercise any of its rights bereunder shall not constitute a waiver thereof. All the events in this Paragraph enumerated upon the happening of any of which the Note shall become, or may be declared to be, immediately due and payable, are in this Mortgage called "events of default".

- 12. The Mortgagee may from time to time cure each default under any covenant or agreement in any instrument creating a lien upon the mortgaged property, or any part thereof, which shall have priority over the lien of this Mortgage, to such extent as the Mortgagee may exclusively determine, and each amount paid (if any) by the Mortgagee to cure any such default shall be paid by the Mortgager to the Mortgagee; and the Mortgagee shall also become subregated to whatever rights the holder of the prior lien might have under such instrument.
- 13. (a) After the happening of any default hereunder, the Mortgagor shall upon demand of the Mortgagor surrender possession of the mortgagod property to the Mortgagor, and the Mortgagor may enter such property, and let the same and collect all the tents therefrom which are due or to become due, and apply the same, after payment of all charges and expenses, on account of the indebtedness hereby secured, and all such rents and all leases existing at the time of such default are hereby assumed to the Mortgagor as further security for the payment of the indebtedness secured hereby; and the Mortgagor may also dispossess, by the usual summary proceedings, any tenant defaulting in the payment of any tent to the Mortgagor.
- (b) In the event that the Marigagar occupies the marigaged property or any part thereof, the Marigagar agrees to surrender possession of such property to the Marigage immediately after any such default hereunder, and if the Marigagar remains in possession after such default, such possession shall be as a tenant of the Marigagae, and the Marigagar shall pay in advance, upon demand by the Marigagae, as a reasonable monthly rental for the premises occupied by the Marigagar, an amount at least equivalent to one-twelfth of the aggregate of the twelve mantaly installments payable in the current calendar year, plus the actual amount of the annual ground rent, if any, taxes, assessments, water rates, other governmental charges and insurance premiums payable in connection with the marigaged property during such year, and upon the failure of the Marigagar to pay such monthly rental, the Marigagar may also be dispossessed by the usual summary proceedings applicable to tenants. This coverant shall become effective immediately upon the happenine of any such detault, as determined in the sole discretion of the Marigagae, who shall give notice of such determination to the Marigagae; and in the case of foreclosure and the appointment of a receiver of the rems, the within covenant shall inure to the benefit of such receiver.
- 14. The Mortgagee in any action to foreclose this Mortgage shall be entitled to the appointment of a receiver without notice, as a matter of right and without regard to the value of the mortgaged property, or the solveney or insolveney of the Mortgagor or other party liable for the payment of the Note and other milebtedness secured by this Mortgage.
- 15. The Martgagar, within ten (10) days upon request in person or within twenty (20) days upon request by mail, will furnish promptly a written statement in form statistactory to the Mortgagee, signed by the Mortgagee and duly acknowledged, of the amount then owing on the Note and other indebtedness secured by this Martgage, and whether any tillsets or defenses exist against such indebtedness or any part thereof.
- 16. The Mortgagne will give immediate notice by registered or certified mail to the Mortgagee of any life, damage or other casualty affecting the mortgaged-property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.
  - 17. Notice and demand he request may be made in writing and may be served in person or by mail.
  - 18. In case of a forectisure sair of the murrgaged property it may be said in one parcel.
- 19. The Mortgagor will not assign the rents, if any, in whole or in part, from the ourregaged property, or any part thereof, without the prior written consent of the Mortgages.

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20. The Mortgigor is lawfully wired of the mortraced property and has could right, full power and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to the Morriagez foreser against the lawful claims and demands of any and all parties whatwever.

21. This Morteure and all the coverants, agreements, terms and conditions herein contained shall be binding upon and inner to the boutst of the Mortgagor and the hors, local representatives and assigns of the Mortgagor, and, to the extent permitted by law, every subsciousnt owner of the mortgaged property; and shall be binding upon and inner to the benefit of the Mortgage and its assigns. If the Mortgagor, as defined berein, consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally, and they shall be obligated pointly and severally under all the programus hereof and under the Note. The word "Mortgag, and include any person, corporation or other party who may from time to time he the holder of this Mortgage. Wherever used herein the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to ally genders wherever the sense requires.

IN WITNESS WHEREOF this Mortgage has been duly signed and healed by the Mortgagor on or as of the day and year first above written.

Benedict

STATE OF INDIANA.

County of LAKE

Before me SEWELL M. ROSS ROTARY PUBLIC PROPERTY SUPPORTED TO SEMEDICT

STATE OF INDIANA.

SS.

ROTARY PUBLIC M. ROSS

Lake COUNTY STATE OF THE STATE OF

My commission expires:

Attorney-At Law

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STATE OF INI	necster.	"La	I for record this	c'clock	zaze Record	searche of	•	r of