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Policy B-390411 The First National Bank of Crown Point 117 East Joliet St CP

**REAL ESTATE MORTGAGE**  
CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

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THIS INSTRUMENT WITNESSETH, That FRED R. SLOSSON AND BARBARA A. SLOSSON, husband and wife

of Lake County, in the state of Indiana

the mortgage, MORTGAGE AND WARRANT TO: The First National Bank of Crown Point

of Lake County, Indiana, hereinafter called the mortgage, the following described real estate in Lake County, Indiana, to-wit:

Par. I That part of Lots 36 and 37, Hermit's Lake, as shown in Plat Book 30, page 92, in Lake County, Indiana, described as follows:

Commencing at the Northeast corner of Lot 34, of said Hermit's Lake; thence South along the East line of Lot 34, a distance of 100 feet (to a point which is 50 feet North of the Southeast corner of said Lot 34); thence Southeasterly on a line which is South 51 degrees 02 minutes East a distance of 325 feet, more or less, to an iron pipe on the shore of Hermit's Lake and to the true point of beginning of this description; thence returning Northwesterly on said last described line being North 51 degrees 02 minutes West a distance of 325 feet to the East line of Lot 34 at a point which is 100 feet South of the Northeast corner of said Lot 34; thence North along said East line of Lot 34

a distance 100 feet to the Northeast corner of said Lot 34; thence West along the North line of said Lot 34 a distance of 170 feet to the Northwest corner of said Lot 34; thence North along the West line of Lot 36 (being also the East line of White Oak Drive in said Addition) a distance of 20 feet to the Southwest corner of Lot 33, said Hermit's Lake; thence East along the South line of said Lot 33 and Lot 32 (being also the North line of Lot 36) a distance of 270 feet; thence South on a line parallel with the East line of Lot 32 produced South to the intersection of said line, with a line which is 20 feet Northeasterly of the Northeast line of Lot 37 (measured at right angles thereto); thence deflect 41 degrees 56 minutes South to East on a line parallel with and 20 feet Northeasterly of the Northeasterly line of Lot 37 a distance of 318 feet, more or less, to an iron pipe at the Shore Line of Hermit's Lake; thence Southwesterly along said Shore Line a distance of 80 feet, more or less, to the true point of beginning of this description, in Lake County, Indiana.

Par. II That part of Lot 36, Hermit's Lake as shown in Plat Book 30, page 92, in Lake County, Indiana, described as follows:

Commencing at a point 5.0 feet West of the Southeast corner of Lot 32, of said Hermit's Lake Subdivision; thence South on a line parallel with the East line of Lot 32 produced South a distance of 46.75 feet to its intersection with a line which is 20 feet Northeasterly from the Northeasterly line of Lot 37 of said Hermit's Lake Subdivision (measured at right angles thereto); thence deflect 41 degrees 56 minutes South to East on a line parallel with and 20 feet Northeasterly of said Northeasterly line of Lot 37 a distance of 75.22 feet; thence Northeast at an angle of 90 degrees with said last described line a distance of 4 feet and to the true point of beginning thence Northwesterly to a point which is 5.0 feet West and 46.75 feet South of the Southeast corner of said Lot 32, of said Hermit's Lake Subdivision said point being on a line which is 20 feet Northeasterly from the Northeasterly line of Lot 37, of said Hermit's Lake Subdivision (measured at right angles thereto); thence deflect 41 degrees 56 minutes South to East on a line parallel with and 20 feet Northeasterly of said Northeasterly line of Lot 37 a distance of 318 feet more or less to an iron pipe at the shore line of Hermit's Lake; thence in a Northwesterly direction to the true place of beginning.

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together with all of the rights, privileges, appurtenances and improvements thereunto appertaining and belonging and together with the rents, issues and profits thereof.

TO SECURE THE PAYMENT when the same shall become due of any and all existing notes of the mortgagors, or either of them, and all existing indebtedness and liabilities of the mortgagors, or either of them, in favor of the mortgagee and of any and all promissory notes which are concurrently

herewith or may be hereafter during a period of 4 years from this date executed by the mortgagors, or either of them, in favor of the mortgagee and to secure any and all other indebtedness and direct or contingent liabilities of the mortgagors, or either of them, concurrently or hereafter incurred by the mortgagors, or either of them, in favor of the mortgagee, or acquired by the mortgagee against either or both of the mortgagors.

The mortgagee agrees to advance by way of a loan, or loans, to the mortgagors, or either of them, during such 4 year period such sum, or sums, of money as the mortgagors, or either of them, may request, upon such terms as to maturity and interest rate as the mortgagee shall fix and approve, provided such loans are in accordance with sound banking practices and existing laws and regulations of the United States of America pertaining thereto and qualify as sound investments for the mortgagee when requested and provided further that the total principal debt outstanding hereunder shall not exceed

\$ 13,000.00 at any one time.

Whenever requested, mortgagors agree to furnish mortgagee with a current, certified, accurate and complete financial statement.

It is covenanted and agreed that this mortgage shall be a continuing security for all such indebtedness and liabilities and for any sum, or sums, advanced by the mortgagee as aforesaid, and it is expressly agreed that any note, or notes, and further advances may be made and new notes executed and this mortgage shall at all times secure the payment of any and all of such advances and notes and any and all renewals and extensions thereof, and any and all additional notes executed according to the terms hereof, along with any and all other indebtedness and/or liability of the mortgagors, or either of them, to the mortgagee. In the event the whole or any part of any one of the notes secured hereby or any interest thereon is not paid at maturity or any indebtedness or liability secured hereby is not paid or discharged when due, or in the event the mortgagors breach or fail to promptly or faithfully perform any one of the covenants herein contained, then all notes and debts and liabilities hereby secured shall, at the option of the mortgagee, and without notice, become immediately due and payable and, thereupon, this mortgage may be immediately foreclosed for the collection of all notes, indebtedness and liabilities hereby secured.

The mortgagors agree to pay all reasonable attorney's fees and other expenses of the mortgagee for the collection of any indebtedness, liabilities or notes hereby secured or incurred by the mortgagors in protecting or enforcing the security of this mortgage, either with or without suit.

**THE MORTGAGORS FURTHER EXPRESSLY AGREE AND CONVEY AS FOLLOWS:**

- (1) To pay the note, or notes, and the debts and liabilities secured hereby promptly as it or they become due, and to pay all interest and attorney's fees according to the terms of said note, or notes;
- (2) To pay all taxes, assessments, and impositions levied and imposed upon the real estate above described and the improvements thereon as the same become due and payable and within ten (10) days after any of such taxes, assessments or impositions, or any installments thereof, shall be due and payable, to furnish and exhibit to the Cashier of the mortgagee valid receipts evidencing such payments and, failing so to do, the mortgagee may pay the same and the money so paid by the mortgagee shall become a part of the debt secured by and collectible under this mortgage;
- (3) To keep all buildings and improvements now on or hereafter erected upon said real estate and all equipment attached thereto insured against loss or damage by fire, lightning, windstorm, tornado, cyclone and hail and war damage in some responsible insurance company satisfactory to the mortgagee and in no event less than the full debt from time to time secured by this mortgage, with proper and sufficient mortgage or loss payable clauses upon each of the policies of such insurance in form satisfactory to the mortgagee, payable to the mortgagee as its interests may appear under this mortgage and the note, or notes, secured hereby, and to deliver to and leave in the possession of the mortgagee any and all such policies of insurance as issued, with receipts showing the payment of the full premium, or premiums, on such policies, and, failing so to do, the mortgagee may procure and pay for such insurance and the amounts so paid shall become a part of the debt secured by and collectible under this mortgage;
- (4) That the abstract of title, or title policy, covering the real estate herein mortgaged shall be the absolute property of the mortgagee until the debt secured by this mortgage is paid in full and that at any time it sees fit, the mortgagee may procure and pay for a continuation, or continuations, of such abstract, or a later date title policy, or policies, and any amount, or amounts, so expended by the mortgagee for such purpose shall become a part of the debt secured by and collectible under this mortgage;

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- (5) That the lien of this mortgage shall include all trees, shrubbery, equipment, appliances and fixtures now or hereafter located upon or attached to the real estate above described and that the mortgagors shall not in any way make any material alterations in the improvements now on or hereafter erected upon said real estate, or remove the whole or any part of such improvements or the aforesaid equipment, appliances, fixtures, trees or shrubbery without the written consent of the mortgagee;
- (6) That the mortgagee may at its option pay the whole or any part of any lien upon said real estate, improvements, equipment, appliances or fixtures, whether such lien, or liens be prior and senior or subsequent and junior to the lien of this mortgage and that any amounts so paid by the mortgagee for any of such purposes shall become a part of the debt secured by and collectible under this mortgage;
- (7) That the mortgagors shall not sell, mortgage, convey or dispose of any of the security covered by this mortgage without the written consent of the mortgagee;
- (8) That, in the event the premises herein mortgaged or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the mortgagee to apply upon any debt which may be secured by this mortgage and that any amounts paid under any insurance policy, or policies, for any loss or damage on or to the security hereby mortgaged shall be paid directly to the mortgagee and applied by the mortgagee first to the payment of the balance remaining unpaid on any note or debt secured by this mortgage, the balance, if any, to be paid to the mortgagors or their successors in interest, and that the mortgagee is hereby irrevocably authorized for and on behalf of the mortgagors or their successors to receive and recover for any such monies under any insurance policy, or policies, covering loss or damage to the security herein mortgaged, and for any award for any of said real estate taken under right of eminent domain;
- (9) That upon the filing of any complaint to foreclose this mortgage, the mortgagee shall be entitled to have a receiver appointed by the court to take possession of the security herein mortgaged and to collect the rents, issues and profits of and from said security and to hold the same, subject to the orders of said court or the Judge thereof, for the benefit of the mortgagee, pending the final decree in such foreclosure proceeding or pending the sale of said security pursuant to such decree and such receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness secured by this mortgage;
- (10) That the mortgagors will not suffer, permit or commit any waste or commit any act which would impair or depreciate the value of the security herein mortgaged, and that said mortgagors will keep the buildings, improvements, equipment, appliances and fixtures now located upon or hereafter erected or placed upon the above described real estate in a good condition and state of repair at all times;
- (11) That, in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in any person, or persons, other than the mortgagors, the mortgagee may, without notice to the mortgagors, deal with such successor, or successors, in interest with reference to this mortgage and the debt hereby secured in the same manner as with the mortgagors, without in any way violating or discharging the mortgagors' liability hereunder, or upon the debt hereby secured, and the mortgagee may, in such event, extend the time for the payment of said indebtedness or the performance of any or all of the covenants hereof, or reduce the payments to be made upon such indebtedness, and any such extension, or reduction, shall not release the mortgagors from their liability under said note and this mortgage;
- (12) To pay any and all mechanic's, laborer's, or materialmen's liens, which may be or may become a lien upon the real estate herein described; also, to pay any prior liens or encumbrances which may at the time this mortgage is executed be a lien upon said premises, and to pay any and all outstanding claims touching the legal or equitable interest and title of the mortgagors in and to said premises;
- (13) To pay, in case of the mortgagee's placing this mortgage and/or the note, or notes, hereby secured in the hands of an attorney for collection, or in case of any legal proceedings wherein the mortgagee herein should be required to defend or protect its rights, interest or lien under this mortgage and the debt secured hereby, all reasonable attorney's fees, expenses and costs incidental thereto, and upon failure of the mortgagors to pay the same, the mortgagee may do so and the same shall, thereupon, become and be a part of the debt secured by this mortgage; also, in case of the foreclosure of this mortgage, to pay reasonable attorney's fees for such foreclosure and services incidental thereto.

Upon the written request of the mortgagors made at any time when all notes, debts and liabilities hereby secured are paid in full, the mortgagee agrees to release this mortgage.

IN WITNESS WHEREOF, said mortgagors have hereunto set their hands and seals this 3rd day of March 19 81

Fred R. Slosson (SEAL) Barbara A. Slosson (SEAL)  
 Fred R. Slosson Barbara A. Slosson

STATE OF INDIANA, COUNTY OF LAKE, SS:  
 Before me, the undersigned, a notary public in and for the aforesaid county and state this 3rd day of March 19 81 personally appeared:

Fred R. Slosson and Barbara A. Slosson

and acknowledge the execution of the foregoing mortgage.

WITNESS my hand and notarial seal.

10-1-83  
My commission expires

Ellen Adank  
 Ellen Adank Notary Public Res.: Lake

REAL ESTATE MORTGAGE  FROM:  TO:	Prepared by <u>W. C. Gill</u> Vice President	RECEIVED FOR RECORD This _____ day of _____ A.D. 19 _____ at _____ o'clock _____ M. and recorded in Mortgage Record _____ Page _____ Recorder of _____ County
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