

625212

✓ 625212

## REAL ESTATE MORTGAGE

THIS INDENTURE, made this 13<sup>rd</sup> day of April, 1901, WITNESSETH, That James L. Golden and Annie Golden, husband and wife

Mortgagors, of Lake County, State of Indiana, MORTGAGE AND WARRANT TO  
BENEFICIAL FINANCE CO. OF Indiana, Mortgagee, a corporation duly authorized to do business in Indiana,  
having an office and place of business at 5829 S. Broadway, Merrillville, Indiana 46410

Lake County, Indiana, the following described real  
estate situated in Lake County, Indiana:

The North 25 feet of Lot 24 and the South 10 feet of Lot 25, in  
Block 23, Gary Land Company's first subdivision, as shown in Plat  
Book 6, page 15, in the Office of the Recorder of Lake County, Indiana.

REC'D APR 16 1901  
WILLIAM BILSKI JR.  
RECODER

ALSO KNOWN AS  
440 Penn. St.  
Gary, Indiana 46404

together with all rights, privileges, hereditaments, appurtenances, fixtures and improvements now or hereafter on said premises, and the rent, issues and profits thereof.

This Mortgage is given to secure the performance of the provisions hereof and payment of a certain Promissory Note of even date herewith in the Amount of Note of Twelve Thousand Two Hundred Forty Dollars and No/100 dollars, (\$12,240.00), payable in Sixty installments to be due on the First Due Date of May 17, 1901 with subsequent installments on the same day of each month thereafter until the Final Due Date of April 17, 1906 all as provided in said Note.

The Mortgagors covenant and agree with the Mortgagor as follows:

1. To pay when due all indebtedness provided in such Note or in this Mortgage and secured hereby, without relief from valuation and appraisement laws.
2. To keep the mortgaged premises in as good order and repair as at present, reasonable wear and tear excepted, and neither to commit nor to suffer any waste thereon.
3. To keep the mortgaged premises insured against loss by fire and such other hazards, and in such amounts as the Mortgagor shall require, with carriers satisfactory to the Mortgagor, with loss payable to the Mortgagor as its interest may appear.
4. To pay all taxes and assessments levied against the mortgaged premises when due and before penalties accrue.
5. To pay when due any and all prior or senior encumbrances.

On failure of the Mortgagors in any of the foregoing, the Mortgagor, at its option, may pay any and all taxes levied or assessed against the mortgaged premises, prior or senior encumbrances or any part thereof, may so insure the premises, and may undertake the repair of the premises to such extent as it deems necessary, and all sums advanced by the Mortgagor for any of such purposes shall become a part of the indebtedness secured hereby and shall bear interest at the rate of eighteen per cent (18%) per annum from and after the date of payment by the Mortgagor until repaid in full by the Mortgagors.

Upon the default of the Mortgagors in any payment or performance provided for herein or in such Note, or if the Mortgagors or any of them be adjudged bankrupt, or a trustee or receiver be appointed for the Mortgagors or any of them or for any part of the mortgaged premises, then the entire indebtedness secured hereby shall become immediately due and payable at the sole option of the Mortgagor, without notice, and this mortgage may be foreclosed accordingly, whereupon any costs incurred by the Mortgagor or its agents in obtaining an abstract of title, any other appropriate title evidence, or any reasonable attorney's fees or expenses incurred by said Mortgagor in respect of any and all legal or equitable proceedings which relate to this Mortgage, may be added to the principal balance due.

No delay or extension of time granted or suffered by the Mortgagor in the exercise of its rights hereunder shall constitute a waiver of any of such rights for the same or any subsequent default, and the Mortgagor may enforce any one or more of its rights or remedies hereunder successively or concurrently.

8  
2  
C  
L  
2

The Mortgagor may, at its sole discretion, extend the time of the payment of any indebtedness secured hereby, or accept one or more renewal notes therefor, without the consent of any junior encumbrancer or of the Mortgagors if the Mortgagors no longer own the mortgaged premises, and no such extension of renewal shall affect the priority of this mortgage or impair the security hereof or release, discharge or affect the principal liability of the Mortgagors or any of them to the Mortgagor whatsoever.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF the Mortgagors have executed this mortgage on the day and year first above written.

Signature

Jimmie L. Golden

Printed.....Jimmie L. Golden.....

Signature

Annie Golden

Printed.....Annie Golden.....

Signature

Printed.....

#### ACKNOWLEDGMENT

State of Indiana.....

ss:

County of Lake.....

Before me, a Notary Public in and for said County and State, personally appeared Jimmie L. Golden and Annie Golden, husband and wife.....

who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 19th day of April 1901.

Gloria J. Walton

Gloria J. Walton

Notary Public

My commission expires March 27, 1907

This instrument was prepared by Gloria J. Walton.....

Return to BENEFICIAL FINANCE CO. OF Indiana.....  
5825 S. Broadway.....  
Merrillville, Indiana 46410.....