

631881

Note: This form approved by Indiana State Bar Association for use in Indiana. Use of this form constitutes practice of law and is limited to practicing lawyers.

Form No. 16

O'Connor & Weigle  
5272 Holman  
Hind

631881 REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH. That OBIE'S OF HIGHLAND, INC

(the "Mortgagor") of Lake County, State of Indiana, MORTGAGE AND WARRANT to RAYMO GIUSEPPETI and MARY GIUSEPPETI, his wife, as joint tenants with right of survivorship.

(the "Mortgagee") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

Parcel I: That part of the East 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the Town of Highland, Lake County, Indiana, described as follows: Beginning at the point of intersection of the center line of Ridge Road with the East line of said East 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4, said point being 26.7 feet South of the Northeast corner of said tract; thence North 82° 02' West along the center line of said Ridge Road 150 feet; thence South parallel with the East line of said tract 200 feet; thence South 82° 02' East 150 feet to the East line of said tract; thence North 200 feet to the place of beginning.

(See reverse side for legal description of Parcel II)

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated June 1, 1981, in the principal amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) with interest as therein provided and with a final maturity date of June 1, 1996.

Said principal and interest are payable as follows:

The sum of \$2,317.70, which includes interest at 7-1/2% on the unpaid balance, beginning June 1, 1981, and monthly thereafter on the 1st day of each month, until June 1, 1996, when the entire balance shall be due and payable.

- The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:
1. **Payment of Indebtedness.** The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorney's fees.
  2. **No Liens.** The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
  3. **Repair of Mortgaged Premises; Insurance.** The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee and the Mortgagor as their respective interests may appear. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.
  4. **Taxes and Assessments.** The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
  5. **Advancements to Protect Security.** The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of eight per centum (8%) per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.

STATE OF INDIANA  
JUN 9 1981  
WILLIAM WEIGLE  
CLERK

PIONEER NATL. TITLE INS. CO.

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- 6. **Default by Mortgagor; Remedies of Mortgagee.** Upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
- 7. **Non-Waiver; Remedies Cumulative.** No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
- 8. **Extensions; Reductions; Renewals; Continued Liability of Mortgagor.** The Mortgagee, at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.
- 9. **General Agreement of Parties.** All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

Parcel II: That part of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the Town of Highland, Lake County, Indiana, described as follows: Beginning at the point of intersection of the center line of Ridge Road with the West line of said East 1/2 of the Northeast 1/4 of the Northeast 1/4, said point being 26.7 feet South of the Northwest corner of said tract; thence South on said West line of the East 1/2 of the Northeast 1/4 of the Northeast 1/4, 200 feet; thence South 83° 40' East, parallel with the center line of said Ridge Road, 200 feet; thence North parallel with said West line of the East 1/2 of the Northeast 1/4 of the Northeast 1/4, 200 feet to the center line of Ridge Road; thence North 83° 40' West along said center line 200 feet to the place of beginning.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this 1st day of June 1981

ATTEST: Rae W. Little Signature BY James T. Little  
 Printed Secretary Printed President

Signature \_\_\_\_\_ Signature \_\_\_\_\_  
 Printed \_\_\_\_\_ Printed \_\_\_\_\_

STATE OF INDIANA } ss:  
 COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, personally appeared James T. Little Rae W. Little as President, and Rae W. Little as Secretary of OBIE'S OF HIGHLAND, INC.

Who acknowledged the execution of the foregoing mortgage.  
 Witness my hand and Notarial Seal this 1st day of June 1981

Signature David S. Stevens  
 Printed DAVID S. STEVENS  
 NOTARY PUBLIC

County of Residence - Lake



This instrument was prepared by DAVID S. STEVENS attorney at law.  
 Return to DAVID S. STEVENS, 3701 Main Street, East Chicago, Indiana 46312