

632663

Percy Wilson Mortgage and Finance Corporation

REAL ESTATE MORTGAGE

DATE OF CONTRACT 2-13 1981

MORTGAGOR(S) Name(s) & Address(es)	Charles A. and Diane Towry 2930 W. 74th Merrillville, IN	MORTGAGEE Name & Address	CID Construction Inc. 2432 Delta Lane Elk Grove Village, IL 60007
--	--	--------------------------------	---

THIS INDENTURE, WITNESSETH, THAT the Mortgagor, above named, of the above named address, mortgages and warrants to the Mortgagee, above named, to secure the payment of a Retail Installment Contract (the "Contract") of even date from Mortgagor to Mortgagee in the amount of the Total Payments to a maximum amount outstanding at any time of \$ 3,100.00, the following described real real estate together with all present and future improvements thereon situated in the State of Indiana, County of Lake, LEGALLY DESCRIBED AS:

Lot 335 In Lincoln Gardens 10th Subdivision in Plat Book 38, Page 48, Lake County, Indiana.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
JUN 15 10 51 AM '81
WILLIAM BIELSKI JR
RECORDER

Being the same property as that Deeded to Mortgagors by Deed recorded among the land records of Lake County, Indiana as instrument # 468405 Mortgagor hereby releases and waives all rights under and by the virtue of the Homestead Exemption Laws of the State of Indiana, and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

The Mortgagor(s) covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said Contract provided, or according to any agreement extending time of payment, or in accord with the terms of any subsequently executed contracts or instruments, which shall be a continuation of the initial transaction; (2) to pay prior to the due date thereof in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Mortgagee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, if any, with loss clause attached payable first, to any prior Mortgagee, if any, and, second, to the Mortgagee above named as their interests may appear, which policies shall be left and remain with the said Mortgagee until the indebtedness is fully paid; and to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable. If Legal Description of Real Estate is not available at the time of execution of Mortgage, the Mortgagor(s) authorizes the Mortgagee to insert legal description when available. In the event of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the Mortgagee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the Mortgagor(s) agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eight per cent per annum, shall be so much additional indebtedness secured hereby.

In the event of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at eight per cent per annum, shall be recoverable by foreclosure thereof, or by suit of law, or both, the same as if all of said indebtedness had then matured by express terms.

It is agreed by the Mortgagor(s) that all expenses and disbursements paid or incurred in behalf of Mortgagee in connection with the foreclosure hereof — including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree — shall be paid by the Mortgagor(s); and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee or any holder of any part of said indebtedness as such, may be party, shall also be paid by the Mortgagor(s). All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The Mortgagor(s) for said Mortgagor(s) and for the heirs, executors, administrators and assigns of said Mortgagor(s) waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this mortgage, the court in which such bill is filed, may at once and without notice to the said Mortgagor(s), or to any party claiming under said Mortgagor(s), appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of said premises.

Witness the hand . s . and seal . s . of the Mortgagor(s) this 13th day of February A. D. 19 81

Charles A. Towry (SEAL)
Diane Towry (SEAL)

STATE OF Illinois }
County of Cook } (SEAL)

I, the undersigned Charles A. Towry and Diane Towry, his wife in and for said County, in the State aforesaid, DO HEREBY CERTIFY, That

personally known to me to be the same person s . whose name s . are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . . . the y . . signed, sealed and delivered the said instrument as their . . free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal, this 13th day of February A. D. 19 81

Marcell Moese for

Marcell Moese
Notary Public

This instrument was prepared by PERCY WILSON MORTGAGE AND FINANCE CORPORATION
221 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60601



250