

Return to: 1st Fed'l Savings & Loan Ass'n  
545 Broadway, Gary, Ind 46402  
2nd Mortgage

636381

Loan No.....

# MORTGAGE

THE UNDERSIGNED, Thomas A. Jacobs and Elaine S. Jacobs, husband and wife

of the Town of Dyer County of Lake, State of Indiana, hereinafter referred to as the Mortgagor does hereby mortgage and warrant to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GARY, Gary, Indiana, a corporation organized and existing under the laws of the United States of America, hereinafter referred to as the Mortgagee, the following real estate in the County of Lake in the State of Indiana, to wit:

Lot 5 and 18 in Schilling's 4th Addition to the Town of Dyer as per plat thereof, recorded in Plat Book 37, page 78 and modified by corrected plat recored in Plat Book 39, page 17, and Surveyor's Certificate recorded November 14, 1968 in Miscellaneous Records 1020 page 237 in the Office of the Recorder of Lake County, Indiana.

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided in the Supplemental Agreement secured hereby. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee for the uses herein set forth, free from all rights and benefits under the appraisal and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

**TO SECURE:**

(1) The payment of a note executed by the Mortgagor to the Mortgagee bearing even date herewith in the principal sum of Sixty six hundred and thirty and no/100 - - - - - Dollars (\$ 6630.00), which note, together with interest thereon as therein provided is payable in monthly installments of One hundred fourteen and 89/100 Dollars (\$ 114.89), commencing the 1st day of September, 1981, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) Any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of N/A Dollars, provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the mortgage.

(3) All of the covenants and obligations of the Mortgagor to the Mortgagee, as contained in a supplemental agreement dated, executed and delivered concurrently herewith and reference is hereby made to said note and supplemental agreement for the full terms and conditions thereof, and the same are hereby incorporated herein as fully as if written out verbatim herein.

In this instrument the singular shall include the plural; and the masculine shall include the feminine and neuter. All rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the mortgagor and mortgagee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of July, 1981.

..... (SEAL) .....  
Thomas A. Jacobs *Thomas A. Jacobs* (SEAL) Elaine S. Jacobs *Elaine S. Jacobs* (SEAL)  
..... (SEAL) ..... (SEAL)

STATE OF INDIANA }  
COUNTY OF LAKE } SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of July, 1981 personally appeared

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

WILLIAM BIELS  
RECORDER  
JUL 14 1 26 PM '81  
STATE OF INDIANA  
LAKE COUNTY  
RECORDER