

LAWYERS TITLE INS. CORP. 7895 BROADWAY MERRILLVILLE IND. 46410 REAL ESTATE MORTGAGE

640385

THIS INDENTURE WITNESSETH, That Union Benefica Mexicana, Inc.	
of Lake County, State of Indiana, whether one or more herein called Mortgagor, MORTGAGES AND WARRANTS to INDUSTRIAL NATIONAL BANK OF EAST CHICAGO with an office located at 2409 East 141st St., East Chicago, Indiana 46312.	_
hereafter called the Mortgagee, the following described real estate in County, State of Indiana, to-wit: Lot 4 and 5, Block 70, Indiana Harbor, as shown in Plat Book 5,	
page 9, Lake County, Indiana	

together with all buildings, improvements, appurtenances, and fixtures attached, erected or used in connection with the real estate or hereafter acquired, attached, erected, appurtenant or used in connection with the real estate, and together with all rents, issues, income, profits, rights, privileges, interests, easements and hereaditaments thereof.

This mortgage is given to secure the payment of Mortgagors Promissory Note payable to the Mortgagee dated May 27, 1981 in the amount of Forty one thousand and 00/100 dollars (\$41,000.00)

"Amount Financed" with a final payment due and payable on May 27, 1991 together with interest and any extensions or renewals thereof and likewise to secure the performance by the Mortgagor of all of Mortgagors covenants, agreements, promises, payments, and conditions contained in this mortgage, or the Note it secures, or any other instruments signed by the Mortgagor in conjunction with the indebtedness secured by this mortgage, and likewise to secure any and all future indebtedness of the Mortgagor to the Mortgagee, which indebtedness refers to this Real Estate Mortgage.

The Mortgagor for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees with said Mortgagee, its successors and assigns as follows:

- 1. If there is a default in the payment of any indebtedness hereby secured or in the performance of any of the Mortgagor's covenants set forth in this mortgage or other instruments signed in conjunction with the indebtedness this mortgage secures, or if Mortgagor should abandon the aforesaid property, or if said real estate or any part thereof should be attached, levied upon or seized, or if the Mortgagor should become bankrupt or insolvent or make an assignment for the benefit of creditors, or if a receiver should be appointed for the Mortgagor, then the entire indebtedness aforesaid shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and the real estate shall be subject to foreclosure of this mortgage, and the Mortgagee if it elects to foreclose the same shall become entitled to the immediate possession of the aforesaid property together with the rents, issues, income and profits therefrom and all amounts due are payable without relief from valuation or appraisement laws and Mortgagor will pay all costs and attorneys' fees incurred by Mortgagee in the enforcement of the terms of the above mentioned mortgage.
- 2. For the duration of any indebtedness hereby secured: (a) the Mortgagor will keep the aforesaid property in its present state of repair, normal wear and tear excepted; (b) Mortgagor will pay all taxes and assessments imposed on the said property and will otherwise take such action and exercise such forbearance as may be necessary in order that the said property shall not hereafter become subject to any lien or encumbrance superior to this Mortgage; (c) Mortgagor will procure and maintain insurance with insurance companies acceptable to Mortgagee, against damage to or destruction of the improvements included in said real estate by fire or windstorm or by any cause customarily included in the term "extended coverage", such insurance to be in a sum not at any time less than the value of such improvements or the total of the indebtedness then hereby secured plus all taxes, assessments, and indebtedness then secured by any liens or encumbrances superior hereto on such real estate, whichever is smaller, and to be payable to the Mortgagee as its interest may appear; (d) Mortgagor will deliver the policy or a certificate evidencing said insurance to the Mortgagee and will allow Mortgagee possession of the same, and a Mortgagee may collect the proceeds of any insurance.



My commission expires:

May 25, 1985

Notary is resident of Lake

This Instrument prepared by:

A CONTRACTOR OF THE STANDARD OF THE PARTY OF

- 3. If the Mortgagor shall fail to make any payment or to obtain any insurance, service or materials necessary for the performance of any of Mortgagor's covenants above set forth, then the Mortgagee at its option may do so, and its expenditures for any such purpose shall be added to and become part of the indebtedness hereby secured. Any amount so added shall, from the date of payment thereof by the Mortgagee, bear interest at the rate of interest set forth in the indebtedness.
- 4. The Mortgagee at its option may extend the time for the payment of any indebtedness hereby secured, or reduce the payments thereon, or accept a note or renewal note therefore, or release any part of the security, or any person liable for the indebtedness, without consent of any junior lienholder, and without the consent of the Mortgagor. No such extension, reduction, renewal or release shall effect 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. No delay by the Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the mortgage is in default hereunder and no failure of the Mortgagee to exercise any of his rights because of one default shall preclude the exercise thereof for a subsequent default. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

remedies hereunder successively or concur	•	or its rights or
5. That the Real Estate mortgaged he as to (a) real estate taxes not yet due, of record, (c) Real Estate Mortgage dated	(b) usual easements, covenan	ts and restrictions
in the original amount of		· · · · · · · · · · · · · · · · · · ·
which mortgage is not in default and has (d) Other	an unpaid balance of \$	
6. In the event this mortgage is surabove, or any other mortgage or encumbrant in default or is foreclosed upon, or in the written consent sell or transfer any interest of the Mortgage this Mortgage and the Nobecome immediately due and payable in fulforeclose this Mortgage, all without any of the covenants, agreements, and compared to the heirs, personal representations and shall inure to the benefit assigns. Whenever used, the singular number singular, and use of any gender shall. IN WITNESS WHEREOF this Mortgage has been	ce and that prior mortgage of he event Mortgagor without Morest in this real estate the te or Notes or indebtedness and further that the Mortganotice or demand whatsoever. Conditions hereof shall be bintatives, successors, and as of the Mortgagee and its suber shall include the plural include all genders.	r encumbrance is ortgagees prior n at the option it secures shall agee may immediately nding upon the signs of the ccessors and , the plural
of July, , 19 81.		
Horry Martinell	· · · · · · · · · · · · · · · · · · ·	
OTHON MARTINEZ	**************************************	
Wigalane M. Collino		
ABRAHAM M. OLIVO		•
	CKNOWLEDGMENT	· · · · · · · · · · · · · · · · · · ·
STATE OF INDIANA		
COUNTY OF LAKE	•	;
Before me, Gina M. Lopez State, on this 22ndday of July, Othon Martinez, Abraham Olivo and S	, a Notary Public in and , A.D., 19 81, pe Juventino Martinez.	
personally known to me, and known to me to		
and who executed the foregoing mortgage, voluntary act and deed for the uses and puttings my hand and official seal:	-	oe (nis) (their)

County, Indiana

Derrick Pointer,