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Pol 394973 LD
United Mortgage Company
475 Bdway, Gary, In 46402

REAL ESTATE MORTGAGE

Wm 265194

THIS INDENTURE WITNESSETH: That the undersigned
ANTHONY ROBERT O'TOOLE

County of Lake, State of Indiana, hereinafter referred to as "Mortgagors" do hereby mortgage and warrant to FIRST UNITED LIFE INSURANCE COMPANY, a corporation organized under the laws of the State of Indiana, hereafter referred to as "Mortgagee", the following described real estate situated in the County of Lake, State of Indiana, to-wit:

Lot 18 and the North half of Lot 17, Block 2, Allen-Earle Wood-dale Addition to Hobart, in the City of Hobart, as shown in Plat Book 21, page 45, in Lake County, Indiana.

CHICAGO TITLE INSURANCE COMPANY
INDIAN STATE DEPT. OF LANDS
FILED FOR RECORD
JAN 9 10 35 AM '82
WILLIAM BIELSKI JR
RECORDER

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

This mortgage is given to secure the performance of the provisions hereof, and the payment of a certain obligation evidenced by a promissory note of even date herewith, for the principal sum of Twenty-Five Thousand and no/100 (\$ 25,000.00) Dollars, accepted by the mortgagors and payable to the mortgagee on or before 360 months after date, with interest thereon as provided in said note, both payable monthly, in legal tender of the United States of America, which indebtedness the mortgagors agree and promise to pay to the mortgagee, all without relief from valuation and appraisal laws and with attorney's fees.

The mortgagors expressly covenant and agree (1) to pay all taxes and special assessments levied against said real estate and improvements as the same become due and payable; (2) to keep all improvements located upon said real estate or hereafter located thereon insured against loss or damage by fire, windstorm, or such other events as the mortgagee may require, with insurers approved by the mortgagee, with suitable loss payable clauses to said mortgagee; (3) to permit no waste to be committed upon said premises or allow said premises to be used for any illegal or immoral purposes; (4) to keep and maintain said premises in good condition and repair; and (5) in the event of the failure of mortgagors to keep these covenants or any part thereof, the mortgagee may pay such taxes and assessments, procure such insurance, or make such repairs, and any sums so expended by said mortgagee therefor, together with interest at 8% per annum, shall be and become a part of the debt secured by this mortgage.

In the event of any default in the payment of said note or the covenants of this mortgage, the mortgagee may declare the entire debt due and foreclose said mortgage, and in such event the mortgagors shall pay all costs of said foreclosure, including the cost of continuation of abstracts of title, or policies of title insurance, and in such event the mortgagee is hereby given the right to obtain the appointment of a receiver, who shall take possession of said real estate under the usual powers and authority granted receivers in such cases.

The mortgagors shall make no material alterations to said real estate or remove any improvements therefrom without the written consent of the mortgagee and shall not permit or suffer any legal proceedings to be instituted against said real estate; and it is further understood and agreed that this mortgage is made subject to all regulations and by-laws of the said mortgagee, which are hereby ratified and made a part of this contract, and all amendments

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that may be made before the final payment of this loan.

Said mortgaged premises shall not be sold or transferred without the written consent of the mortgagee, and no contract or agreement shall be entered into by the mortgagors whereby anyone may acquire the right to a lien, mortgage, or other encumbrance upon the mortgaged premises without the written consent of the mortgagee first had and obtained.

This mortgage shall secure the payment of any additional loans or advances, made by the mortgagee to the mortgagors at any time hereafter for the purpose of paying taxes, insurance premiums, making repairs or alterations or any other purpose within the discretion of the mortgagee, provided only that the aggregate of the principal amount of indebtedness secured thereby shall at no time exceed the original principal amount hereof.

This mortgage and the note, the payment of which is secured, are hereby agreed to be made subject to the by-laws, rules and regulations of the mortgagee herein, now in force or that may hereafter be in force and effect.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands and seals this 15th day of December, 19 81.

Anthony Robert O'Toole
ANTHONY ROBERT O'TOOLE

STATE OF INDIANA)
) SS.
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, this 15th day of December, 19 81, personally appeared

Anthony Robert O'Toole

and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal.



My commission expires 8-11-83

Shirley M. Brown
Shirley M. Brown, Notary Public
Lake County Resident

This instrument prepared by: L. B. Sydes, Sr. Vice-President of First United Life Insurance Company

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