

659165

REAL ESTATE MORTGAGE

140 E. 73rd Ave
New 46410

This Indenture Witnesseth, That DAVID SWENSON and CATHERINE McGROARTY

of Lake County, in the State of Indiana, MORTGAGE and WARRANT to

HERBERT SWENSON of Lake County, in the State of Indiana,

the following REAL ESTATE, in Lake County, in the State of Indiana, to-wit:

Lot 7, Block "A", Halsted-Skinner Subdivision, in the Town of Merrillville, as shown in Plat Book 24, page 73 in Lake County, Indiana.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
FEB 16 10 26 AM '82
WILLIAM BIELSKI JR
RECORDER

and all rights, privileges and appurtenances thereto appertaining and belonging, TO SECURE THE PAYMENT, when the same shall become due, of a debt evidenced by one principal promissory note....., of even date..... herewith, for the sum of One Thousand Five Hundred (\$1,500.00) Dollars, bearing interest at Ten (10%) percent per annum and payable as therein provided.

All of said notes are signed by the mortgagor and made payable to the mortgagee at the address of ~~the mortgagor~~ 145 E. 72nd Avenue, Merrillville, IN and the mortgagor S hereby represents they are the owner S of said land above named, in fee simple, and that this mortgage when executed, will be a first mortgage on the same and the only lien or incumbrance thereon, and they expressly agree to pay the sum of money above secured without relief from valuation laws; and upon failure to pay any one of said notes or interest thereon at maturity, or any installment thereon when due, then all of said notes are to be due and payable at the option of the holder thereof without notice, and this mortgage may be foreclosed accordingly.

Said mortgagor S further agree to pay all legal taxes and assessments levied against said real estate before they become delinquent; also to keep the land and the buildings thereon in good condition and repair; to keep said buildings insured against loss by fire or tornado in a good reliable insurance company or companies for the benefit of and to the satisfaction of the mortgagee; and deliver said policy or policies to mortgagee, and also agree not to commit any waste or permit any waste to be committed, or permit any building or buildings or any timber beyond that used for firewood, to be removed from the land without the consent of said mortgagee and not to do or permit to be done anything which will lessen the security intended to be given under this mortgage, and if said mortgagor S should fail to perform any of said requirements then said mortgagee may advance any sum of money necessary to fulfill said requirements, or needed to defend the title or to preserve the security, and the money so advanced with interest thereon from date of payment at the rate of eight per cent. per annum shall become a part of the debt hereby secured and shall be collectible in the same manner as the principal note.

Said mortgagor S further agree that upon failure to perform any of the terms of said note and mortgage, as hereinbefore provided for, then all of said mortgage debt shall, at the option of said mortgagee, become due and collectible and said mortgagee shall, from the date of such default or defaults, be entitled to eight per cent. interest per annum on all of said defaulted payments, and said mortgagee may upon any such default, in any proper legal proceedings being commenced for the foreclosure of the mortgage, apply for and shall be entitled, as a matter of right, to the appointment by any competent court or tribunal, of a receiver of the rents and profits of said premises, with power to receive the rents, issues and profits thereof, if the same shall then be leased, or to lease said premises, or such part thereof as may not then be under lease, and with such other power as may be deemed necessary, who after deducting the proper charges and expenses attending the execution of said trust as receiver, including payment of taxes, assessments, insurance and other expenses, shall apply the residue of said rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of said premises to the payment of the amount due hereunder.

And it is further agreed that in the event of the appointment of a receiver, his right to the possession of the premises and the receipt of the rents, issues and profits thereof, shall continue until said mortgagee shall be fully paid, and if said premises shall be sold upon the foreclosure of this mortgage, such receiver shall have the right to continue in possession and receive, apply and pay over the rents, issues and profits thereof as aforesaid until the redemption of the premises from such sale, or until the purchaser thereof or his assigns shall receive a deed from the proper officer for said premises.

This mortgage is to cover, include and secure any other and farther notes signed by the mortgagors or either of them, which the holder of the above named notes may hereafter acquire against them, or either of them whether so signed as principal, sureties, indorsers or guarantors up to and including the additional amount of \$_____

Said mortgage debt and each item thereof shall be collectible without relief from valuation and appraisal laws and with attorney's fees, and all benefit or right under and by virtue of any homestead and exemption law is hereby expressly waived.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands and seals this 10 day of February,

A. D. 1982

David C. Swenson (Seal)
David Swenson (Seal)

Catherine McGroarty (Seal)
Catherine McGroarty (Seal)

STATE OF INDIANA, Porter COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this day of February, 1982 came

David Swenson and Catherine McGroarty

and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My commission expires Dec. 31, 1982

Malcolm E. Anderson
Malcolm E. Anderson Notary Public
Residing in Porter County, IN.

This instrument was prepared by Malcolm Anderson.