

671409

MORTGAGE 7895 BROADWAY

32290

Fredric G. Elkins

672417

MERRILLVILLE, IND. 46410

Marion Leeds Elkins, Husband and Wife

Lake

County, Indiana, hereinafter called the Mortgagor, for consideration paid grant to Postal Finance Company, Inc.,

an Indiana corporation, hereinafter called the Mortgagee with mortgage covenants the following Real Estate situated at 708 Woods Crown Point, In. (mortgaged premises) and more particularly described below to secure the payment of a note of even date and also to secure the performance of all agreements and conditions herein contained. Said note provides as follows:

Thirty Thousand One Hundred Ninety Five .50/100\*\*\*\*\* \$30195.50

- 1. Principal Sum. \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)
- 2. Rate of Interest; (Annual Percentage Rate) 18.50 % or 36264.10 equivalent in money (finance charge)
- 3. Period of Loan 120 Months
- 4. Periodic Due Dates of Principal and Interest 11 day of each month commencing with July, 19 82
- 5. Payments \$ 553.83 per month.
- 6. Together with other terms, conditions and covenants which are incorporated herein.

The land with the buildings thereon situated in LAKE County, Indiana bounded and described as follows:

Lot 21, Unit 4B Greenmeadow Manor Subdivision, City of Crown Point, as shown in Plat Book 36, page 54, Lake County, Indiana.

STATE OF INDIANA  
 LAKE COUNTY  
 FILED FOR RECORD  
 JUN 12 8 50 AM '82  
 WILLIAM BELSKI JR  
 RECORDER

This document is being re-recorded to show the correct legal description.

STATE OF INDIANA  
 LAKE COUNTY  
 FILED FOR RECORD  
 JUN 11 10 48 AM '82  
 WILLIAM BELSKI JR  
 RECORDER

Together with any and all buildings, structures, improvements, fixtures and articles of personal property now or hereafter attached to or used in the operation of said premises; together with any and all replacements and attachments.

Together with all and singular the tenements, and appurtenances thereunto belonging; and also all the estate, right, title and interest of the Mortgagor, of, in, and to the aforementioned property and every part and parcel thereof and all rights to recover damages for the taking of title to, possession of, or any interest in the premises, and property hereby conveyed or any part thereof by right of eminent domain.

The Mortgagor covenants and agrees: to pay all sums hereby secured; to comply with all covenants set forth in said note; to keep the buildings now or hereafter standing on the mortgaged premises in good condition and repair, and insured against loss or damage by fire and other hazards as the Mortgagee may from time to time require, all such insurance to be in forms, in companies and in sums satisfactory to the holder of this Mortgage, all insurance policies on said buildings to be held by and to be for the benefit of and payable in case of loss to such holder; at least fifteen days before the expiration of each such policy to deliver to the holder of this Mortgage a new and sufficient policy to take the place of the one expiring; not to commit nor suffer any violation of any law or restriction affecting the premises hereby conveyed; to pay before the same shall become delinquent or any penalty attach thereto for non-payment, all taxes, assessments and charges of every nature to whomsoever assessed that may now or hereafter be levied or assessed upon the property.

The Mortgagor hereby authorizes the Mortgagee to pay: all taxes, assessments, water rates and charges with interest, costs and charges accrued thereon which may at any time be a lien upon the mortgaged property or any part thereof; the premiums for any insurance required thereunder; and any amounts due and owing and secured by a lien prior to the within Mortgage. The Mortgagor further authorizes the holder to incur at any time any reasonable expenses in protecting its security.

In the event the ownership of the mortgaged premises or any part thereof becomes vested in a person other than the mortgagor, the holder may, without notice to the mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured, and in the same manner as with the mortgagor, without in any way discharging the mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the holder and no extension, whether oral or in writing, of the time for the payment of the debt hereby secured, given by the holder, shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein, either in whole or in part.

If any default shall occur in any prior mortgage, or any postponement of payment or extension of said prior mortgage, or any additional advancements of money on any prior mortgage, on the mortgaged premises and same shall continue for a period of thirty days, or if entry shall be made or foreclosure proceedings commenced under such prior mortgages, or in any event should title to the mortgaged premises become vested in any person or entity other than the mortgagor herein whether by operation of law, seizure, levy or sale or transfer by the mortgagee, then the entire debt secured hereby shall become immediately due and payable at the option of the holder hereof. There can be no assumption of this mortgage without the written consent of the mortgagee.

If foreclosure proceedings shall be commenced hereunder the holder hereof shall be entitled to collect all costs, charges and expenses including attorney's fees which may be suffered or incurred by it in connection therewith. In case of any foreclosure sale, Mortgagor hereby authorizes Mortgagee as its agent and attorney-in-fact to assign to the purchaser or purchasers at such sale all insurance policies on the mortgaged premises then held by the Mortgagee and all leases to which the mortgaged premises shall then be subject.

This mortgage is upon the statutory condition, and upon the further condition that all covenants and agreements of the Mortgagor contained herein and in the Note shall be kept and fully performed, for any breach of which the Mortgagee shall have the Statutory Power of Sale. It is also agreed that this Mortgage is security for the payment of the aforesaid obligation and all other direct or contingent liabilities of the Mortgagor hereof to the Holder hereof due or to become due whether now existing or hereafter contracted.

JM  
55

63229  
01229

Mortgagor intends that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing Mortgagee to take a mortgage on the Real Estate to secure the repayment of the note given by the Mortgagor referred to herein; and each of the representations, whether construed jointly or severally, is true. Mortgagor expressly authorizes Mortgagee and all other persons to rely on such representations.

Witness our hands and seals this 7th day of June, 19 82

Fredric G. Elkins (Seal)

Marion Leeds Elkins (Seal)  
Marion Leeds Elkins, Husband and Wife

STATE OF INDIANA )  
COUNTY OF Lake ) ss.

On June 7, 1982 personally appeared the above named Fredric G. Elkins, and Marion Leeds Elkins, Husband and Wife

and acknowledged the foregoing instrument to be their free act and deed, before me.

Michael K. Smith  
Notary Public Michael K. Smith, Resident of Lake County, Indiana  
My Commission expires: 1/8/85

This instrument prepared by Richard S. Balousek  
Richard S. Balousek

**Mortgage**

To

Dated, 19

at \_\_\_\_\_ o'clock and \_\_\_\_\_ minutes \_\_\_\_\_ m. 19

Received and entered with \_\_\_\_\_ Deeds

Book \_\_\_\_\_ Page \_\_\_\_\_

Attest: \_\_\_\_\_ Register