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MORTGAGE

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THIS INDENTURE, made June 17, 1982, between  
Glen G. DeYoung and Cynthia K. DeYoung, husband and  
wife, hereinafter called the Mortgagor, and Kenneth A.  
Gebler and Marguerite K. Gebler, hereinafter called the  
Mortgagee.

Whereas the Mortgagor is justly indebted to the  
Mortgagee in the sum of \$61,600.00 with interest thereon  
as evidenced by a certain note or obligation bearing  
even date herewith, conditioned for the payment of said  
sum to the Mortgagee, its successors or assigns, at  
9165 S. Harbor Avenue, Chicago, IL 60617  
or at such other place as the Mortgagee may designate  
writing delivered or mailed to the Mortgagor, said  
principal and interest to be payable in monthly  
installments of \$657.45 commencing on August 1, 1982,  
and continuing on the first day of each month thereafter  
until the principal and interest are fully paid, except  
that, if not sooner paid, the final payment of principal  
and interest shall be due and payable on July 1, 1987.

Now this indenture witnesseth, that the Mortgagor,  
for better securing the payment of said sum of money  
mentioned in the condition of said note or obligation, with  
interest thereon according to the true intent and meaning  
thereof, and also for and in consideration of the sum of  
One Dollar to the Mortgagor in hand paid by the Mortgagee,  
at or before the ensembling and delivery of these presents,  
the receipt whereof is hereby acknowledged, has granted,  
bargained, sold, aliened, released, conveyed, assigned  
and confirmed, and by these presents does grant, bargain,  
sell, alien, release, convey, assign and confirm unto  
the said Mortgagee its successors or assigns, forever,

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

JUN 22 10 07 AM '82  
WILLIAM GIELESKI JR  
RECORDER  
STATE OF INDIANA  
DEPT. OF REVENUE  
FILED IN HENRICH

*Handwritten signature/initials*

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Munster, County of Lake, and State of Indiana.

Lot 55, Fairmeadow Second Addition, to the Town of Munster, as shown in Plat Book 36, page 45, in Lake County, Indiana

Together with all right, title and interest of the Mortgagor in and to the streets abutting said premises to the center line thereof;

Being the same premises conveyed to the Mortgagor by deed delivered and intended to be recorded simultaneously herewith; this mortgage being a purchase money mortgage;

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof;

Also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the Mortgagor of, in and to the same and every part and parcel thereof with appurtenances;

And also all the right, title and interest of the Mortgagor in and to any and all equipment and fixtures now used or hereafter to be used in connection with the operation or enjoyment of the buildings on the premises or any part thereof,

To have and to hold the above granted and described premises with the appurtenances, unto the Mortgagee, its successors and assigns, to its own proper use and benefit forever;

And the Mortgagor does covenant with the Mortgagee, that the Mortgagor is seized of an indefeasible estate in fee simple in said premises, and its appurtenances and the equipment and fixtures aforementioned, and will warrant and forever defend the title thereof unto the said Mortgagee against all lawful claims;

Provided always, and these presents are upon this express condition, that if the Mortgagor shall well and truly pay to the Mortgagee all moneys secured hereby when the same shall become due and payable, and the interest thereon without deduction or credit for any amount payable for taxes, assessments or other impositions whatsoever, then these presents and the estate hereby granted shall cease, terminate and be void.

And the Mortgagor covenants and agrees to pay to the Mortgagee the principal and interest owing on said note or obligation, without any deduction or credit for any amount paid for taxes, assessments or other impositions assessed or to be assessed upon the mortgaged premises.

And the Mortgagor covenants with the Mortgagee as follows:

1. Insurance. That the Mortgagor shall and will keep the buildings erected or to be erected upon the mortgaged premises insured against loss or damage by fire, and such other hazards as may be specified by the Mortgagee, for the benefit of the Mortgagee, and by insurers and in amounts approved by the Mortgagee, and deliver such insurance policy or policies to the Mortgagee; and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee and the fire insurance policies shall contain the usual extended coverage endorsement; and in default thereof, the Mortgagee, may, at its option,

effect such insurance, and the premium or premiums paid therefor shall be a lien on the said mortgaged premises; added to the amount of said note or obligation and secured by these presents payable on demand with interest at the highest legal rate from the time of such payment; and in case of loss, any insurance monies payable to the Mortgagor and/or Mortgagee are to the extent of the interest of the Mortgagor hereby assigned to the Mortgagee to the end and with the right to so employ such monies as to preserve and protect the rights of the Mortgagee under this mortgage and the accompanying note or obligation; or to secure repayment of its indebtedness; or to rebuild or restore the damaged building or improvements, as the Mortgagee in its absolute discretion may deem best; the Mortgagee shall have the absolute right to settle compromise, without the consent of the Mortgagor, all claims under said policies of insurance.

2. Taxes. That the Mortgagor shall pay all taxes, assessments, water rents and other governmental charges levied upon said premises, within fifteen days after the same shall become due and payable and in default thereof, the Mortgagee may, at its option, pay said taxes, assessments, water rents or other governmental charges and such payments shall be a lien on said mortgaged premises, added to the amount of said debt, and secured by these presents, and shall be due and payable on demand, with interest at the highest legal rate from the time of such payment. Mortgagor shall send Mortgagee a paid receipt indicating that all real estate taxes levied upon said premises have been paid, in full; and said receipt shall be sent to Mortgagee within fifteen days after said taxes have been paid by Mortgagor.

3. Maintain improvements. That the Mortgagor shall maintain the buildings on the mortgaged premises, and all equipment and fixtures used in connection with the operation and enjoyment of the buildings, in reasonably good repair, and shall not remove or demolish, or permit the same to be removed or demolished, or make such alteration therein or such change in the use thereof, as to create a fire or other hazard not existing on the date hereof; and the Mortgagor or the then owner of the premises shall, at all reasonable hours, permit the Mortgagee or its representatives, to inspect the buildings and every part thereof.

4. Condemnation. In the event said premises or any part thereof shall be taken or condemned for public or quasi public purposes by the proper authorities, the Mortgagor shall have no claim against the award for damages superior to that of the Mortgagee, or be entitled to any portion of the award until the indebtedness secured hereby shall be paid. All rights of the Mortgagor to such damages, or such awards are hereby assigned to the Mortgagee to the extent of any indebtedness that then remains unpaid, the Mortgagor, however, having the right to appeal said award to the courts of competent jurisdiction.

5. Mortgagee's remedies. That if default shall be made in any of the covenants or conditions contained herein the Mortgagee, shall have the right forthwith, after any such default, to enter upon and take possession of said mortgaged premises, and to let said premises, and receive the rents, issues and profits thereof, and to apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured, and said rents and profits are, in the event of any such default,

hereby assigned to the mortgagee, and the mortgagee shall also be at liberty immediately after any such default, upon proceedings being commenced for the foreclosure of this mortgage, to apply for the appointment of a receiver of the rents and profits of said premises, and be entitled to the appointment of such receiver as a matter of right, as security for the amounts due the Mortgagee without consideration of the value of the mortgaged premises or solvency of any person or persons liable for the payment of such amounts.

6. Acceleration. That the whole of said principal sum and interest shall become due at the option of the Mortgagee; after default for 15 days in the payment of any installment of principal or interest, or any part thereof, or after default in the payment of any tax, water rate, sewer rent or assessment for 15 days after notice and demand; or after default after notice and demand either in delivering the policies insuring the buildings against loss by fire or in reimbursing the Mortgagee for premiums paid on such insurance, as hereinbefore provided.

7. Waiver. That the granting of any extension of time of payment of this mortgage, or the taking of other or additional security or the payment thereof, or the release of any security, or changing any of the terms of this mortgage or the note accompanying this mortgage, or waiver of or failure to exercise any right to mature the whole debt under any covenant or stipulation herein contained shall not in anywise affect this mortgage or the note or obligation accompanying this mortgage, nor the rights of the Mortgagee hereunder or thereunder, or operate as a release from any personal liability upon the note or obligation.

8. Late charge. That the Mortgagor shall pay to the Mortgagee a "late charge" of two cents for each \$1.00 of each monthly payment or interest and amortization more than 15 days in arrears to cover the extra expense involved in handling delinquent payments.

9. Default. That the whole of said principal sum and the interest shall become due at the option of the Mortgagee: (a) after the actual or threatened alteration, demolition or removal of any building on the premises without the written consent of the Mortgagee; or (b) after the assignment of the rents of the premises or any part thereof without the written consent of the Mortgagee; or (c) if the buildings on said premises are not maintained in reasonably good repair; or (d) after failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the premises within three months from the issuance thereof; or (e) if on application of the Mortgagee two or more fire insurance companies lawfully doing business in the State of Indiana refuse to issue policies insuring the buildings on the premises; or (f) if the Mortgagor fails to keep, observe and perform any of the other covenants, conditions or agreements contained in this mortgage.

10. Liability. That if the Mortgagor consist of more than one party, such Mortgagors shall be jointly and severally liable under any and all obligations, covenants and agreements of the Mortgagor contained herein.

11. Nonassumability. Upon the sale or transfer of the ~~premises~~<sup>PREMISES</sup> described herein, or any part thereof, the whole of said principal sum and the interest thereon

shall, at the option of the Mortgagee, become immediately due and payable. Any such sale or transfer between Mortgagor and his spouse shall not fall within the provisions of this paragraph.

12. Miscellaneous. This mortgage may not be changed or terminated orally. The covenants contained in this mortgage shall run with the land and bind the Mortgagor, the heirs, personal representatives, successors and assigns of the Mortgagor and all subsequent owners, encumbrances, tenants, and subtenants of the premises, and shall inure to the benefit of the Mortgagee, its successor and assigns, and to all subsequent holders of this mortgage. The word "Mortgagor" shall be construed as if it read "Mortgagors" and the word "Mortgagee" shall be construed as if it read "Mortgagees" whenever the sense of this mortgage so requires.

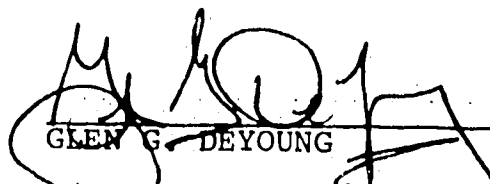
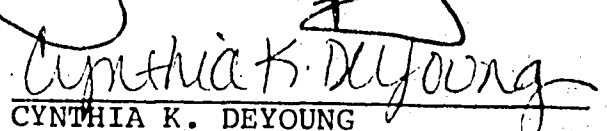
13. Receipt. The Mortgagor hereby acknowledges receipt of a true copy of this mortgage.

14. Purchase money. This is a purchase money mortgage used to secure the repayment of funds used by the mortgagor to purchase the above described property.

In witness whereof this mortgage has been duly executed by the Mortgagor.

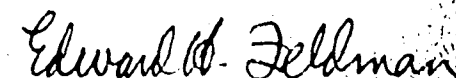
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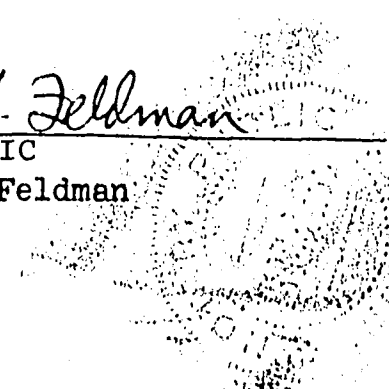
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GLEN G. DEYOUNG  
  
\_\_\_\_\_  
CYNTHIA K. DEYOUNG

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Subscribed and sworn to before me a Notary Public this 17th day of June, 1982.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Edward H. Feldman





MY COMMISSION EXPIRES:

1-7-85

COUNTY OF RESIDENCE:

LAKE

Prepared by:

James A. Harris  
5832 Hohman Avenue  
Hammond, IN 46320