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REAL ESTATE MORTGAGE

This Mortgage made this 8th day of April 1983 between James C. Varellas and Christine Varellas, husband and wife of the County of Lake, State of Indiana, (hereinafter referred to as the Mortgagors) and Joan Zivich of Lake County, State of Indiana, (hereinafter referred to as the mortgagee):

Witnesseth

That Whereas the mortgagors are justly indebted to the mortgagee in the principal sum of Thirteen Thousand Nine Hundred and no/100 (\$13,900.00) dollars as evidence by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, with interest from date at the rate of eight and one half per cent (8½%) per annum on the unpaid balance until paid, the said principal and interest to be payable to Joan Zivich, the mortgagee, or at such place as the holder may designate in writing delivered or mailed to the mortgagors, in monthly installments of One Hundred and no/100 (\$100.00) dollars commencing on the 15th day of April, 1983 and continuing on the 15th day of each month succeeding thereafter until the principal and interest are fully paid. Such payments to be without relief from valuation or appraisal laws and with attorney fees if default occurs. The mortgagors shall be entitled to prepay all or any part of the unpaid principal without any penalty for so doing.

Now Therefore, this Indenture Witnesseth: That the mortgagors in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note, above mentioned and also to secure the faithful performance of all the covenants, conditions, stipulation and agreements herein contained, do by these presents, mortgage and warrant unto the mortgagee, all of the following described property situated in the City of Hammond, in the County of Lake and State of Indiana, to wit:

Lots One (1), Two (2), Three (3) and Four (4), Block Twelve (12) Woodmar Unit Number Three (3), in the City of Hammond as shown in plat thereof, recorded in Lake County, Indiana

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RECORDED

This said real estate mortgage shall extend to all buildings or improvements and fixtures now or hereafter placed thereon together with all other rights thereunto belonging to said premises.

Mortgagors further covenant and agree as follows:

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1. To keep all building, fixtures and improvements on said premises now or hereafter erected thereon on said premises herein mortgaged, insured against loss or damages by fire, wind-storm and extended coverage in such sums and with such insurers as may be approved by the mortgagee, which said insurance policy or policies shall carry a mortgage clause with loss payable to the mortgagee, said policy or policies shall be kept and maintained current at all times during the existence of the said indebtedness, and should the mortgagors fail or neglect to pay premiums as they become due, the mortgagee may pay such premiums and the amount so paid shall be paid by the mortgagors to the mortgagee in full with the next monthly payment becoming due hereunder.

2. To pay all real estate taxes and assessments which may be assessed and levied against said premises as the same shall come due, and should the mortgagors fail or neglect to pay said real estate taxes or assessments as they become due, the mortgagee may pay same and the amount so paid shall be paid by the mortgagors to the mortgagee in full with the next monthly payment becoming due hereunder.

3. If any default be made in the payment of the installments provided herein to be made by the mortgagors, or in the note secured hereby, or in the performance of any other covenant in this mortgage, when the same is payable, or the time of performance is due, then at the option of the mortgagee, the whole unpaid balance of the principal sum together with all arrearages of interest and sums payable pursuant to the provisions hereof shall become immediately due and payable, and the mortgagee shall have the right to foreclose this mortgage, provided however that the mortgagors shall have a grace period of thirty (30) days prior to the institution of any foreclosure proceedings, however any failure to exercise said option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

4. In case proceedings to foreclose this mortgage are instituted, any sums necessarily expended for title search, Court costs and attorney fees shall become part of the debt secured by this mortgage and shall be collectible as such.

5. This mortgage and the debt secured hereby may not be assumed by any other purchaser and in the event of sale of said premises by mortgagors, the mortgagee shall have the option to declare the whole unpaid balance of principal together with all arrearages of interest and other sums payable pursuant to the provisions hereof immediately due and payable. Provided however that the mortgagee may also have the option to consent to assumption of this mortgage and debt secured hereby with the privilege to have any prospective purchaser or assignee agree to assume and pay the unpaid sums due hereunder with the interest rate then prevailing in the Banking and Financing community of the area.

