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716255

MORTGAGE

THIS INDENTURE, made this **24th** day of **June**, A. D., 19 **83**,
by and between
BLACK OAK CHURCH OF THE NAZARENE, INC.

hereinafter sometimes called the "Mortgagor(s)," party of the first part, and **CALUMET NATIONAL BANK** Hammond, Indiana, a corporation duly organized and existing under and by virtue of the laws of the United States of America, hereinafter sometimes called the "Mortgagee," party of the second part, **WITNESSETH:**

THAT WHEREAS, in order to evidence its just indebtedness to the mortgagee in the principal sum of **TWENTY THOUSAND and 00/100**-----dollars (\$**20,000.00**---) for money loaned by the mortgagee, the mortgagor (s) executed and delivered its certain promissory note identified as Loan Number **32-10525**, bearing date of the **24th** day of **June** A. D., 19 **83**, payable as thereby provided to the order of the mortgagee in lawful money of the United States of America at the office of the Mortgagee in the City of Hammond, Lake County, Indiana, with interest on said principal sum remaining unpaid from time to time at the rate of **Thirteen and Three Quarter** per cent. (**13.75 %**) per annum payable monthly until maturity, and attorney's fees, without relief from valuation and appraisal laws, and with interest after maturity, until paid, at the highest rate for which it is now lawful to contract, said indebtedness being payable as follows:

In successive monthly installments of **Three Hundred Seventy-Two & 05/100** dollars (\$**372.05**) per month, commencing on the **1st** day of **August**, 19 **83**, and continuing on the corresponding day of each calendar month thereafter, to be applied first to interest on the unpaid balance due thereunder; and the remainder to the principal due thereunder, until said note is paid in full, and providing that all indebtedness then remaining unpaid thereunder shall be due and payable on the **1st** day of **July, 1990**, and with the privilege of making extra payments **at any time**.

NOW THEREFORE, the mortgagor (s), in consideration of the money concurrently loaned as aforesaid and in order to secure the prompt payment of said principal note and interest, and to better insure the punctual and faithful performance of all and singular the covenants and agreements herein undertaken to be performed by the mortgagor(s), do(es) hereby **MORTGAGE and WARRANT** unto the mortgagee, its successors and assigns, all and singular the real estate situate, lying and being in the County of **Lake**, and State of Indiana, known and described as follows, to-wit:

That part of lot 18, as marked and laid down on the recorded plat of Calumet, Home Gardens, a subdivision of part of the Southwest Quarter of Section 4, Township 36, North, Range 9 West of the 2nd P.M., in Lake County, Indiana, as the same appears of record in Plat Book 22, page 74, in the Recorder's Office of Lake County, Indiana, described as follows: Commencing at the Northwest corner of said Lot and running thence East 130 feet; thence South 125 feet; thence West 130 feet to the Southwest corner thereof; thence North along the West line of said lot to the place of beginning, in Lake County, Indiana, EXCEPT the following described tract acquired by the Indiana State Highway Department: Beginning at the Northwest corner of lot 18 in Calumet Home Gardens, Plat Book 22 page 74, in the Office of the Recorder of Lake County, Indiana, Section 14, Township 36 North, Range 9 West, Calumet Township, Lake County, Indiana; the point of beginning of this tract; thence East seventeen and three tenths (17 3/10) feet along the Southern Boundary of 25th Avenue to a point; thence South zero degrees, twelve minutes West, ninety and nine tenths (90 9/10) feet to a point; thence South Two degrees, ten minutes East, thirty-four and one tenth (34 1/10) feet to the South property line of this tract; thence West, eighteen and three tenths (18 3/10) feet along said property line to the Eastern boundary of Cline Avenue; thence North one hundred twenty-five (125) feet along said boundary to the point of beginning and containing two thousand one hundred sixty-one (2,161) square feet, more or less.

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
WILLIAM BIEL
RECORDER
JUL 15 1983

Handwritten initials and date: **8/83**

together with all and singular the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof, and all buildings and improvements thereon, or that may hereafter be placed thereon; also all the fixtures of every kind and nature necessary or proper for the use and maintenance of said real estate and premises that are now or may hereafter be placed thereon; and, also all the right, title, interest and estate of the mortgagor(s) in and to said premises, hereby releasing and waiving all rights under and by virtue of any and all valuation and appraisal laws of the State of Indiana, and all right to retain possession of said premises after any default in payment of the indebtedness hereby secured, or any part thereof, or breach of any of the covenants or agreements herein contained.

MOREOVER, the mortgagor(s) expressly covenant(s) and agree(s) with the mortgagee as follows, to-wit:

1. That the mortgagor(s) will pay all the said note and indebtedness herein mentioned according to the tenor and effect of said note, and will pay all sums of money hereby secured or intended to be secured, all with attorney's fees and without relief from valuation and appraisal laws.

2. That the mortgagor(s) will keep the buildings, fences, fixtures, improvements and betterments now on said premises, or that may hereafter be erected thereon, in as good condition, as at the present time, and will neither commit nor permit waste on said premises, and will neither do nor permit to be done upon said premises anything that may tend to diminish the value thereof.

3. That the mortgagor(s) will pay, before the same become delinquent, all taxes, assessments and special assessments of every kind that may be levied upon said premises or any part thereof.

4. That the mortgagor(s) will keep all buildings that may be at any time on said premises during the continuance of said indebtedness insured against fire and windstorm, in such company or companies as may be satisfactory to the mortgagee, and for such amount as the mortgagee may from time to time direct, (the loss or damage to be made payable to the mortgagee as its interest may appear), and forthwith upon issuance thereof will deposit such policies with the mortgagee.

5. That in case the mortgagor(s) fail(s) to pay any tax, assessment, or special assessment, or fail(s) to keep the buildings, fences, and fixtures on said premises in good repair and insured as above provided, the mortgagee may pay such taxes, assessments or special assessments, or may redeem said premises from sale for taxes, assessments or special assessments, make repairs or procure insurance, and may pay, remove or discharge any claim, lien or encumbrance, or may purchase any tax title or claim against said premises, and protect the title and possession thereof, in order to preserve the priority of the lien of this mortgage thereon, and may employ attorneys at law to perform any service connected with this mortgage, or to prosecute or defend any suit affecting or involving this mortgage or the title or possession of said premises, and that all moneys paid for any such purpose and all moneys laid out by the mortgagee to protect the lien of this mortgage and the security intended to be effected hereby, shall be immediately due and payable with interest thereon at the highest rate of interest permissible by law, and become so much additional indebtedness secured by this mortgage, and the mortgagor(s) agree(s) to pay all sums so advanced with interest, without relief from valuation and appraisal laws; provided, however, that it shall not be obligatory upon the mortgagee to advance money for any of the purposes aforesaid, or to inquire into the validity of such taxes, assessment or special assessments, or tax sales (the receipts of the proper officers being conclusive evidence of the validity and amount thereof), or into the necessity of such repairs.

6. That if default be made in the performance of any of the covenants or agreements herein or in said note contained; on the part of the mortgagor(s) to be kept and performed, then the whole of said indebtedness secured hereby, including all payments for liens, taxes, assessments, special assessments, insurance, attorney's fees, costs, charges or expenses, shall, at the election of the mortgagee, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein to the contrary notwithstanding, and thereupon the mortgagee shall have the right (either with or without process of law, using such force as may be necessary) to enter upon and possess, hold and enjoy said property, and to lease the same or any part thereof upon such terms as to it shall seem best, and to collect and receive all the rents, issues and profits thereof, and to make alterations, improvements and repairs, effect insurance, pay taxes, assessments and special assessments, and do all such other things as may be deemed necessary for the proper protection of the property; and the mortgagee shall have the right to foreclose this mortgage and shall have all other rights and remedies that the law provides, and sale under foreclosure decree shall be without relief from valuation and appraisal laws. In the event that any payment provided for in the note secured hereby shall become overdue for a period in excess of twenty (20) days, the mortgagor agrees to pay a "late charge" of two cents (2¢) (not to exceed two cents (2¢)) for each dollar (\$1) so overdue for the purpose of defraying the expense incident to handling the delinquent payment.

7. That upon commencement of any foreclosure, or at any time thereafter, and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the mortgagee, may appoint a receiver for said premises to take possession thereof, to collect the rents, issues and profits of said premises during the pendency of such foreclosure, and until the time to redeem the same from foreclosure sale shall expire, and out of rents, issues and profits, to make necessary repairs and to keep the premises in proper condition and repair, and to pay all taxes, assessments and special assessments, to redeem from sale for taxes, assessments and special assessments, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and to pay the expense of the receivership, and said receiver shall apply the net proceeds to the payment of the indebtedness secured hereby, and such receiver shall have all the other usual powers of receivers in such cases.

8. That in case suit be brought to foreclose this mortgage, an adequate and reasonable sum shall be allowed to the mortgagee in such proceedings for attorney's fees and the costs of a complete abstract of title to said premises, which several sums shall be so much additional indebtedness secured hereby, and shall be recoverable as such whether the suit proceeds to decree or not and shall be included in the decree entered in such foreclosure.

9. That the mortgagee, at its option, may extend the maturity of the note and indebtedness secured hereby, or any balance due thereon, from time to time, upon written agreement executed by the mortgagor(s), for such further periods, at such rate of interest, and upon such conditions as may then be agreed upon, and no such extension, and no forbearance or delay of the mortgagee in enforcing any of the provisions of this indenture, shall operate to impair the lien hereof or waive any rights accrued or that might accrue hereunder.

10. That this indenture and the note secured hereby are made and executed under, and are, in all respects, to be construed by the laws of the State of Indiana, and that the various rights, powers, options, elections, appointments and remedies herein contained shall be construed as cumulative, and no one of them as exclusive of any other or of any right or remedy allowed by law, and all shall inure to the benefit of the successors and assigns of the mortgagee and of all holders of said note.

11. That at such time as the Mortgagors herein shall convey title to the mortgaged property the entire principal balance and earned interest then due on said mortgage and note shall become immediately due and payable in full.

12. That whenever the mortgagor(s) shall have fully paid the indebtedness hereby secured, with all the interest thereon, and up to that time, shall have well and truly performed all and singular the covenants and agreements herein undertaken to be performed, then all of such covenants and agreements shall cease and determine (but not otherwise), and the mortgagor(s), or the successors or assigns thereof, shall be entitled to a satisfaction of this mortgage, but shall pay the expense of recording the same.

IN WITNESS WHEREOF, the mortgagor(s)
day and year first above written.

has executed this instrument under seal the
BLACK OAK CHURCH OF THE NAZARENE, INC.

BY:

Elmer J. Spidler
Elmer J. Spidler, Trustee

Laddie Wells
Laddie Wells, Trustee

Roland Sullivan
Roland Sullivan, Trustee

STATE OF INDIANA)
) SS: O V E R
COUNTY OF LAKE)

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared

and acknowledged the execution of the above and foregoing instrument as
and deed for the uses and purposes therein set forth.

free and voluntary act

GIVEN under my hand and official seal this

day of

, 19

My commission expires:

Notary Public

This instrument prepared by Elizabeth T. Volbrecht, Assistant Vice President

STATE OF _____, COUNTY OF _____, SS:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared

and acknowledged the execution of the above and foregoing instrument as _____ free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 19 _____

My commission expires:

Notary Public

STATE OF INDIANA, COUNTY OF LAKE, SS:

BEFORE ME, the undersigned, a notary public in and for said County and State, personally appeared:

Elmer J. Shidler, Laddie Wells, Roland _____ and _____ and _____ Sullivan _____ respectively of

Black Oak Church of the Nazarene, Inc. _____ a corporation, and _____ acknowledged that as such Trustees _____ and _____ executed the above and foregoing instrument on behalf of said corporation and caused its corporate seal to be affixed thereto, as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 24th day of June, 19 83

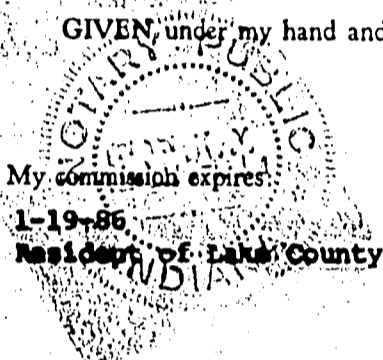
Sheila Volkman

Sheila Volkman Notary Public

My commission expires:

1-19-86

Resident of Lake County



HAMMOND, INDIANA
CALUMET NATIONAL BANK

TO

Loan No. _____

(Indiana)

MORTGAGE