

Please return to: Mutual Federal Savings Bank, 155 Mill Street, Lowell, IN 46356

755047

Loan No. 141112-80

(2) MORTGAGE

THE UNDERSIGNED, Bernard L. and Donna D. Kotula (husband & wife)

of Lowell, County of Lake, State of Indiana, herein-

after referred to as the Mortgagor does hereby mortgage and warrant to MUTUAL SAVINGS AND LOAN ASSOCIATION, of LOWELL, INDIANA a corporation organized and existing under the laws of the State of Indiana, hereinafter referred to as the Mortgagee, the following real

estate in the County of Lake, in the State of Indiana, to wit:

Lot 19, Viant's Addition of Lowell, Indiana, as shown in Plat Book 4, Page 11, Lake County, Indiana.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
APR 2 11 20 AM '84  
MILLER, JESSIE JR  
RECORDER

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set unto the Mortgagee, whether now due or hereafter to become due as provided in the Mortgagor's Supplemental Agreement secured hereby. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee, for the uses herein set forth, free from all rights and benefits under the appraisal and valuation laws of any State, which said rights and benefits said Mortgagor does hereby release and waive; and with reasonable attorney fees on any default.

TO SECURE

(1) the payment of a note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of Forty five thousand one hundred sixty nine & 20/100 Dollars (\$ 45,169.20 ) with interest thereon as therein provided, is payable in 180 installments on amount remaining due from time to time commencing the first day of 5/28/84, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full, or on or before 15 years after date hereof.

(2) all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained in a Mortgagor's Supplemental Agreement dated, executed and delivered concurrently herewith and reference is hereby made to said note and Mortgagor's Supplemental Agreement for the full terms and conditions thereof, and the same are hereby incorporated herein as fully as if written out verbatim herein.

(3) The payment of any additional advances evidenced by a note, or notes, which advances, coupled with the mortgage balance, shall never exceed the original amount of the loan.

Said above described real estate shall not be sold nor transferred, nor shall anyone acquire the right to a lien thereon, without first securing the written permission of the Mortgagee.

In this instrument the singular shall include the plural and the masculine shall include the feminine and neuter. All rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of April, A.D. 1984.

X Bernard L. Kotula (SEAL) X Donna D. Kotula (SEAL)  
Bernard L. Kotula Donna D. Kotula

(SEAL) (SEAL)  
STATE OF INDIANA, COUNTY OF LAKE ) SS.

Before me, the undersigned, a Notary Public, in and for said County and State, this day personally appeared Bernard L. and Donna D. Kotula (husband & wife) to me well known to be the person named in and who executed the foregoing mortgage, and acknowledged the execution of the same to be their voluntary act and deed, and that they are at least 21 years of age.

Witness my hand and notarial seal this 28th day of April, A.D. 84.

Marie B. Rejhon

Marie B. Rejhon  
County of Residence: Lake  
Commission Expires: 11/2/84

400