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REAL ESTATE MORTGAGE

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This indenture witnesseth that

PAUL G. POLUS and ELAINE M. POLUS, husband
and wife

of Lake County

as MORTGAGOR,

Mortgages and warrants to

MARY ELLEN TILKA

of Lake County

Indiana, as MORTGAGEE

the following real estate in
State of Indiana, to-wit:

Lake

County

Lot 138, Plum Creek Village, Block Two, to the Town
of Schererville, as shown in Plat Book 47, page 31,
in Lake County, Indiana.

This is a purchase money mortgage given by Mortgagor as Buyers
to Mortgagee as Seller of the aforesaid real estate.

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
SEP 5 9 55 AM '84

as well as the rents, profits and any other income which may be derived therefrom to secure
the performance of all conditions and stipulations of this agreement and:

A. To secure the payment, when the same shall become due, of the following
indebtedness of even date herewith: a certain promissory note of even date herewith for the
principal sum of Forty Nine Thousand (\$49,000.00) Dollars executed by Mortgagors and payable
to the order of the Mortgagee on or before fifteen (15) years after due date of first
payment, with interest thereon as provided in said Note, said principal and interest being
payable at 49 Inverness Lane, Schererville, Indiana in regular monthly installments of Five
Hundred Fifty Six and 93/100 (\$556.93) Dollars each, due on the 27th day of August, 1984 and
on the 27th day of each calendar month thereafter, all of which indebtedness the Mortgagors
severally and jointly promise and agree to pay to the order of the Mortgagee, all without
relief from Valuation and Appraisal Laws, and with attorney's fees:

B. Also securing any renewal or extension of such indebtedness.

C. Also securing any future advances to the full amount of this mortgage;

D. Also securing all indebtedness or liabilities incurred by the holder hereof for the
protection of this security or for the collection of this mortgage.

Mortgagor further covenants and agrees as follows:

1. To keep all buildings, fixtures and improvements on said premises, now or hereafter
erected thereon, and all equipment attached to or used in connection with the fixtures on
said premises herein mortgaged insured against loss or damage by fire, windstorm and
extended coverage in such sums and with such insurers as may be approved by Mortgagee as a
further security for said indebtedness, which insurance policy or policies shall carry a
mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be
delivered to possession of Mortgagee to be held continuously through period of the existence
of said indebtedness or any portion thereof.

2. To exercise due diligence in the operation, management and occupation of said real
estate and the improvements thereon and not to remove or suffer to be removed any fixtures
and/or appliance, now or hereafter placed on said premises; and to keep said real estate and
improvements thereon in their present condition and repair, normal and ordinary depreciation
excepted; Mortgagor shall not do or suffer to be done any acts which will impair the
security of this mortgage nor any illegal or immoral acts on said premises; and Mortgagee
shall have the right to inspect said premises at all reasonable times.

3. The holder of this obligation may renew the same or extend the time of payment of
the indebtedness or any part thereof or reduce the payments thereon; and any such renewal,
extension or reduction shall not release any maker, endorser, or guarantor from any
liability on said obligation.

4. No sale of the premises hereby mortgaged or extension of time for the payment of
the debt hereby secured shall operate to release, discharge or modify in any manner the

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effect of the original liability of the Mortgagor; and any extension of time on this mortgage by Mortgagee or his assigns, without the consent of the holder of any junior lien or encumbrance, shall not operate to cause a loss of the priority of this mortgage over such junior lien. Mortgagee shall be subrogated to any lien or claim paid by moneys advanced and hereby secured.

5. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said portion of the premises so appropriated shall be paid to this Mortgagee.

6. It is agreed that time is the essence of this agreement and that, in case of default in the payment of any installment when the same shall become due and payable, the holder of the note and mortgage may, at his option, declare all of the debt due and payable, and any failure to exercise said option shall not constitute a waiver of right to exercise the same at a later date. In the event any proceedings shall be instituted on any junior lien or encumbrance against said real estate, then the Mortgagee herein may immediately declare this mortgage due and payable and institute such proceedings as may be necessary to protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting and other fixtures now or hereafter attached to or used in connection with said premises.

7. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of the abstract of title or title insurance at the expense of Mortgagor to show the condition of the title at the date of said continuation and which sums necessarily spent for continuation of the abstract of title or of title insurance to the said real estate, together with interest thereon at the rate of 15 % percent per annum, shall become part of the debt secured by this mortgage and collectable as such; and in case of foreclosure and purchase of said real estate pursuant to said foreclosure by the holder thereon, the abstract of title and any continuation thereof shall be the absolute property of the Mortgagee.

8. In the event of such foreclosure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of the said real estate, collect the rents, income or profit, in money or in kind, and hold the proceeds subject to the order of the court for the benefit of the Mortgagee pending foreclosure proceedings. Said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due.

9. All terms of this mortgage shall be binding on each and all successors in ownership of said real estate, as well as upon all heirs, executors, administrators of Mortgagor or successors in ownership.

10. Mortgagors further agree to pay all taxes, special assessments, cost of repairs, and any and all expenses incident to ownership of the mortgaged property when due, and to exhibit upon demand to Mortgagee all receipts for said taxes and assessments. The Mortgagee may in case of the failure of the Mortgagors to do so, pay any tax or assessment, procure insurance, discharge any claim, lien or encumbrance, make any repairs necessary to preserve the security intended to be given by this mortgage, and all sums so paid shall become immediately due to the Mortgagee, shall be added to and become a part of the indebtedness secured hereby and shall bear interest at the rate of 15 % percent per annum until paid.

11. If all or any part of the real estate or an interest therein (legal or equitable) is sold or transferred by Mortgagors without Mortgagee's prior written consent [excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase], Mortgagee may at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Without limiting the generality of the foregoing, it is agreed that any conveyance to a trustee, or any conditional sales contract shall constitute a sale or transfer giving Mortgagee the above option to declare all sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate, if,

prior to the sale or transfer, Mortgagee and the person to whom the real estate is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable and the sums secured by this mortgage shall be at such rate as Mortgagee shall request. In the event Mortgagee waives such option to accelerate as to Mortgagors or as to any successors in interest, nevertheless said option shall continue in effect after any such waiver and shall be operative as to any and all successors in interest to Mortgagor.

Dated this 27 day of JULY, 1984.

Paul G. Polus (SEAL)
PAUL G. POLUS
Elaine M. Polus (SEAL)
ELAINE M. POLUS

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

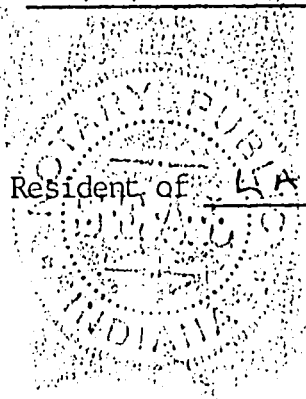
Before me, the undersigned, a Notary Public in and for said County and State, this 27 day of JULY, 1984, personally appeared:

PAUL G. POLUS and ELAINE M. POLUS

and acknowledged the execution of the foregoing mortgage. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires-
4/11/86.

G. Edward MchIE
Notary Public
G. EDWARD MCHIE

Resident of LAKE County



This instrument prepared by: G. EDWARD MCHIE, Attorney at Law
53 Muenich Court
Hammond, Indiana 46320