

Com 120389-84

Ray

SECURITY FEDERAL SAVINGS & LOAN
9301 Wicker St. John, Ind.

TICOR TITLE INSURANCE
TICOR Highland, Indiana
Highland, Indiana

771123

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That CHARLES L. RAY, JR. and PAULA L. RAY,
HUSBAND AND WIFE

LAKE County, Indiana, hereinafter referred to as "Mortgagors," MORTGAGE AND WARRANT to the SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKE COUNTY, a United States Corporation, in the City of East Chicago, Lake County, Indiana, hereinafter referred to as "Mortgagee," the following described real estate, in Lake County, Indiana, to-wit:

Lot 60-A in Resubdivision of Lots 38 to 59, both inclusive, and Lots 118 to 135, both inclusive, Liberty Park Highlands, as per plat thereof, recorded in Plat Book 28, page 72, in the Office of the Recorder of Lake County, Indiana.

STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD
SEP 5 8 45 AM '84
WILLIAM BIELSKI JR.
RECORDER

TOGETHER with all the buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing apparatus, motors, boilers, furnaces, ranges, refrigerators, and all apparatus and fixtures of every kind, whether used for the purpose of supplying or distributing heat, refrigeration, light, water, air, power, or otherwise, including screens, window shades, storm doors and windows, and floor coverings, now in or which hereafter may be placed in any building or improvement now or hereafter upon said property, together with all the estate, right, title and interest of said Mortgagor in and to said property, and the rents, issues and profits thereof which are hereby pledged, assigned, transferred and set over unto the Mortgagee, including all the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or any agreement for the use or occupancy of said property, or any part or parts thereof, which may have been heretofore, or may hereafter be made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it, it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, and such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, and second to the payment of any indebtedness then due and secured hereby or incurred hereunder.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain obligation evidenced by a promissory note of even date herewith for the principal sum of TWENTY FIVE THOUSAND DOLLARS AND NO/100-----
25,000.00 DOLLARS (\$ 25,000.00), Executed by the Mortgagors and payable to the order of Mortgagee on or before NOVEMBER 1st, 1994 after date, with interest thereon as provided in said note, said principal and interest being payable at the main office of the Mortgagee in the City of East Chicago, Indiana, in regular monthly installments of TWO HUNDRED FIFTY SEVEN DOLLARS AND 16/100-----
(\$ 257.16) DOLLARS each, payable on or before the FIRST day of each calendar month hereafter, all of which indebtedness the Mortgagors severally promise and agree to pay to the order of the Mortgagee, all without relief from valuation and appraisal laws and with attorney's fees.

This mortgage shall secure the payment of any additional note or loans made by the mortgagee to the mortgagors at any time hereafter for the purpose of paying taxes, insurance premiums, making repairs or alteration, or any other purpose within the discretion of the mortgagee, Provided Only, that the aggregate of the principal amount of the indebtedness secured thereby shall at no time exceed the original amount thereof.

THE UNDERSIGNED AS MORTGAGORS FOR THEMSELVES AND THEIR HEIRS, LEGAL REPRESENTATIVES, VENDEES AND ASSIGNS FURTHER COVENANT AND AGREE AS FOLLOWS:

1. The Mortgagors will keep the building, improvements and fixtures upon said real estate insured against loss or damage by fires, lightning, windstorms and explosions in a company or companies designated by or satisfactory to the holder of the said note, during existence of the debt hereby secured, for at least TWENTY FIVE THOUSAND-----
DOLLARS AND NO/100----- Dollars, against each of the said hazards and all policies providing such insurance shall constantly be assigned, pledged.

250

and delivered to said Mortgagee, or to the holder of said note to settle and compromise all loss claims on all such policies, to demand and receipt for all moneys payable thereunder and to apply the same toward the payment of said note, and in the event of foreclosure sale hereunder or other conveyance of the said real estate, the Mortgagee shall have power to assign such insurance policies to the purchaser. If Mortgagors shall ever fail to deliver to the Mortgagee a sufficient renewal policy at least fifteen days before any policy shall expire, then the Mortgagee may order such required new policy and charge the premium thereof to Mortgagors.

2. The Mortgagors agree to pay all and singular the taxes, assessments, levies and encumbrances of every nature heretofore, or hereafter assessed against the above described real estate before they become delinquent; and if the same be not promptly paid before they become delinquent, the Mortgagee or its representatives may, at any time, pay the same and the official receipts therefore shall be conclusive evidence of the validity and amounts of taxes and assessments so paid.

3. To keep said property in good repair and fully protected from the elements, and if under construction, to complete the same; to commit or permit no waste thereon and to do or permit no act by which the property hereby conveyed shall become less valuable; not to remove or permit removal of any buildings or other improvements, or fixtures of any kind from the said premises or construct any new improvements, additions to or structural changes in the present buildings thereon without the written consent of the Mortgagee, and that no fixtures will be installed subject to vendor's lien or other lien.

4. In order to provide for the payment of taxes, assessments, insurance premiums and other annual charges upon the property securing the indebtedness, the Mortgagors promise to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may be escrowed by it without earnings and commingled with other such funds or its own. If the amount estimated to be sufficient to pay the said items is not sufficient, Mortgagor promises to pay the difference upon demand. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

5. If said Mortgagee or its successors in interest shall at any time be made a party to any suit or proceedings affecting or questioning the title to or possession of, or this lien on the said real estate or any improvements or fixtures thereon, the Mortgagors agree to pay all court costs and expenses and a reasonable attorney's fee incurred by the Mortgagee in such proceedings and the lien of the Mortgage shall secure the payment thereof to the Mortgagee.

6. That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said Note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

7. Upon failure of the Mortgagors to do so, the Mortgagee may pay taxes, assessments, insurance premiums for necessary repairs and for otherwise protecting and preserving its security and all advances so made shall at once be due the Mortgagee in addition to the regular payments required by said Note and shall bear interest at the rate provided in said note, payable monthly from the date of advance until paid, and all advances so made shall be included as additional amounts secured by this instrument.

8. To exercise due diligence in the operation, management and occupation of said real estate and the improvements thereon, and not to commit waste or allow the same to be committed on said premises, and to keep said real estate and the improvements thereon in their present condition and repair, normal and ordinary depreciation excepted, and not to commit or permit to be committed on said premises any illegal or immoral acts.

9. Said mortgaged premises, or any portion thereof, shall not be sold or transferred without the written consent of the Mortgagee so long as any part of the indebtedness hereby secured remains unpaid. A violation of this provision will, at the option of the Mortgagee and without notice, accelerate maturity of the indebtedness hereby secured and cause the entire unpaid balance thereof to become immediately due and payable, or in the alternative, the interest rate will continue with — rate to be increased to TWENTY percent.

No contract or agreement shall be entered into by the Mortgagors whereby anyone

may acquire the right to lien, mortgage or otherwise encumber the mortgaged premises, without the written consent of the Mortgagee. If written consent is not obtained by the Mortgagee, the interest rate will be increased to TWENTY percent.

10. No failure on the part of the Mortgagee to exercise any of its rights hereunder for defaults or breaches or covenants shall be construed to prejudice its rights in the event of any other or subsequent default or breach of covenant, and no delay on the part of the Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of such default or breach of covenant and the Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

11. The Mortgagee at its option may extend the time for the payment of said indebtedness, or reduce the payment thereon, or accept a renewal note or notes therefor, without the consent of any junior lien holder, and without the consent of the Mortgagors if the Mortgagors have parted with the title to said property, and any such extension, reduction or renewal shall not release the Mortgagors or any endorser or guarantor from liability for such indebtedness, or affect the priority of this mortgage over any junior lien, or impair the security hereof in any manner whatsoever.

12. Upon default in any payment provided for by any evidence of indebtedness secured hereby, or in the event of a default by the Mortgagors in the performance of any one or more of the covenants and agreements herein contained, or upon the institution of any legal proceedings to enforce a mortgage or other lien upon the mortgaged property, or if a petition in bankruptcy shall be filed by or against the Mortgagors, or if the Mortgagors shall in any way be adjudged insolvent or shall make an assignment for the benefit of creditors, or if there shall exist any lien or encumbrance on the mortgaged real estate superior to the lien of this mortgage or if said mortgaged property shall be levied upon by virtue of an execution, attachment or other writ, or shall come into the possession of or be ordered sold by the officer of any court, or if the Mortgagors shall abandon the mortgaged property, then the entire indebtedness secured hereby shall at the option of the Mortgagee, become and be immediately due and payable, without notice or demand, and thereupon the mortgagee shall be entitled to the immediate possession of said mortgaged property and the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings, and shall also be entitled to collect said indebtedness, to foreclose the mortgage and to enforce any of its rights hereunder, by proper legal or equitable proceedings. It is understood and agreed that Mortgagors shall pay all costs and attorney's fees incurred or paid by the Mortgagee in any suit in which it may be plaintiff or defendant by reason of being a party to this mortgage. In any suit or proceeding to foreclose this mortgage, or to enforce or protect the Mortgagee's rights hereunder, the Mortgagee in addition to any other remedy, and regardless of the value of the mortgaged property or the solvency or insolvency of the Mortgagors, shall be entitled to the appointment of a receiver, to take possession of and protect said property and collect the rents and income, and apply the same as provided by law. In case of a foreclosure of the mortgage the abstracts of title or title insurance policies shall be absolute property of the Mortgagee.

13. ANY DEFICIENCY IN THE AMOUNT OF THE AGGREGATE MONTHLY PAYMENT SHALL, UNLESS MADE GOOD BY THE MORTGAGOR, PRIOR TO THE DUE DATE OF THE NEXT SUCH PAYMENT, CONSTITUTES AN EVENT OF DEFAULT UNDER HIS MORTGAGE. IN THE EVENT THAT ANY PAYMENT SHALL BECOME OVERDUE FOR A PERIOD IN EXCESS OF FIFTEEN (15) DAYS, THE MORTGAGOR AGREES TO PAY A "LATE CHARGE" OF ~~TWO PERCENT (2%)~~ OF THE AGGREGATE MONTHLY PAYMENT OVERDUE. (MINIMUM LATE CHARGE TWO DOLLARS (\$2.00) FOR THE PURPOSE OF DEFRAYING THE EXPENSE INCIDENT TO HANDLING THE DELINQUENT PAYMENT. *Four Percent (4%)

14. This mortgage is made subject to all regulations of the by-laws of said Association (which are hereby ratified and made a part of this contract) and all amendments that may be made thereto before the final payment of this loan.

15. All rights and obligations hereunder shall extend to and be binding upon the several heirs, executors, administrators, successors and assigns of the parties hereto.

16. In the event this mortgage is made and executed by only one person, the word "Mortgagors" as used in this instrument shall be held to mean "Mortgagor," and the terms and provisions hereof shall be construed accordingly.

IN WITNESS WHEREOF, the Mortgagors hereunder set their hands and seals
this 31st day of AUGUST, 19 84.

CL Ray, Jr. (SEAL)
CHARLES L. RAY, JR.

Paula L. Ray (SEAL)
PAULA L. RAY

____ (SEAL)

____ (SEAL)

____ (SEAL)

____ (SEAL)

STATE OF INDIANA)
COUNTY OF LAKE) SS:

BEFORE ME, the undersigned a Notary Public in and for said County and State
this date August 31, 1984 personally appeared CHARLES L. RAY, JR.
and PAULA L. RAY, HUSBAND AND WIFE

the above named Mortgagors, and acknowledged the execution of the foregoing mortgage.

I hereby certify that I am not an officer of the Mortgagee.

WITNESS my hand and Notarial Seal.

My Commission Expires 2/13/88

Janis R. Bloom
Notary Public Janis R. Bloom

County of Res: Lake

DONALD STEPANOVICH, ATTORNEY

This instrument was prepared by _____

