

792841

*Mostell Royer
P.O. Box 2220
Hammond 46323*

REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, that MARIE MARY SIMON a/k/a MARIE R. SIMON, 3125 Kenwood Street, Hammond, Lake County, Indiana, as Mortgagor,

MORTGAGE AND WARRANT to ROBERT J. SIMON, 2722-173rd Street, Hammond, Indiana, the following real estate in Lake County, Indiana, to-wit:

Lot No. Twenty-five (25), as marked and laid down on the recorded plat of Parkland Terrace Second Addition to Hammond, in Lake County, Indiana, as the same appears of record in Plat Book 25, page 81, in the Recorder's Office of Lake County, Indiana, and commonly known as 3125 Kenwood Street, Hammond, Lake County, Indiana.

Key No: 35-392-25

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

To secure the payment when the same becomes due of the Note for One Thousand (\$1,000.00) Dollars, payable as therein set out, with interest at the rate of twelve percent (12%) per annum after maturity, all without relief from valuation and appraisement laws, and with attorney's fees.

MORTGAGOR, further covenants and agrees as follows:

1. To keep all buildings on said premises insured against loss or damage by fire, windstorm and extended coverage in the amount of the unpaid balance of this Mortgage with loss payable to Mortgagee.

2. To keep the premises in their present condition excepting normal wear and tear; Mortgagee to have the right to inspect at reasonable times.

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

4. In case of 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 the Mortgagee.

5. 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

STATE OF INDIANA
LAKE COUNTY
RECORDER'S RECORDS
FEB 21 12 11 PM '95
RUDOLPH DELAY
RECORDER

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