

Loan No. S-IL-85-142

797774

MORTGAGE

Maitland Davidson

THE UNDERSIGNED, _____

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

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

A strip of land 54 feet in width off of the East side of the following described lot, to-wit: Commencing at the Southwest corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 33 North, Range 9 West of the 2nd P.M., thence North 21 rods, thence East 7 rods, thence South to the center of the County Road, at a point which is distant 9 rods in a Northeasterly direction from the place of beginning, thence Southwesterly along the center of said County 9 rods to the place of beginning, being a part of Lot No. Thirteen (13), as marked and laid down on the recorded plat of H.J. Nichols' Addition to Lowell, in the Town of Lowell, Lake County, Indiana.

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 mortgagees, 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 Eighteen thousand nine hundred four and 83/100 Dollars (\$ 18,904.83) with interest thereon as therein provided, is payable in 24 installments on amount remaining due from time to time commencing ~~the first day of~~ 4/20/85, 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 2 (two) 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 20 day of March, A.D. 1985.

Maitland Davidson (SEAL)
Maitland Davidson

STATE OF INDIANA
FILED
RECORDED
APR 21 11 34 AM '85
RECORDER

(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 _____
Maitland Davidson

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 _____ voluntary act and deed, and that they are at least 21 years of age.

Witness my hand and notarial seal this 20 day of March, A.D. 1985.

(Notarial Seal)

Marie B. Rejlon
Marie B. Rejlon
Commission Expires: 11/1/88
County of Residence: Lake