

Return to
Walter McCarthy
500 Farmers Dr
CP

123700-85-48

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SECOND REAL ESTATE MORTGAGE

THIS INDENTURE WITNESSETH, That RICHARD W. KENDER and BARBARA J. KENDER, husband and wife, (the "Mortgagor") of Lake County, State of Indiana, MORTGAGES AND WARRANTS to WALTER J. McCARTHY and MARGARET McCARTHY, husband and wife, (the "Mortgagee") of Lake County, State of Indiana, the following described real estate in Lake County, Indiana:

Lot 14 in Block 7 in Green Lawn Addition to Hammond, as per plat thereof, recorded in Plat Book 17 page 28, in the Office of the Recorder of Lake County, Indiana

(hereinafter referred to as the "Mortgaged Premises") together with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection with, the Mortgaged Premises, and all the rents, issues, income and profits thereof.

This mortgage is given to secure the performance of the provisions hereof and the payment of a certain promissory note ("Note") dated June 27, 1985, in the principal amount of \$36,000.00 with interest as therein provided and with a final maturity date of August 27, 1985.

Said principal and interest are payable as follows, to-wit:

A single payment of \$36,000.00 plus interest at the rate of 11% accrued to the date of payment. Said payment shall be made on the 27th day of August, 1985.

The Mortgagor (jointly and severally) covenants and agrees with the Mortgagee that:

1. Payment of Indebtedness. The Mortgagor shall pay when due all indebtedness secured by this mortgage, on the dates and in the amounts, respectively, as provided in the Note or in this mortgage, without relief from valuation and appraisal laws, and with attorney fees.
2. No Liens. The Mortgagor shall not permit any lien of mechanics or material men to attach to and remain on the Mortgaged Premises or any part thereof for more than 45 days after receiving notice thereof from the Mortgagee.
3. Repair of Mortgaged Premises; Insurance. The Mortgagor shall keep the Mortgaged Premises in good repair and shall not commit waste thereon. The Mortgagor shall procure and maintain in effect at all times adequate insurance in insurance companies acceptable to the Mortgagee against loss, damage to, or destruction of the Mortgaged Premises because of fire, windstorm or other such hazards in such amounts as the Mortgagee may reasonably require from time to time, and all such insurance policies shall contain proper clauses making all proceeds of such policies payable to the Mortgagee, the holder of the first mortgage, and the Mortgagor as their respective interests may appear. In the event of loss, Mortgage shall give to Mortgagee immediate notice by mail, and Mortgagee may make proof of loss if not promptly made by the

TICOR TITLE INSURANCE
Crown Point, Indiana

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STATE OF INDIANA
LAKE COUNTY
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Mortgagor. All such policies of insurance shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

4. Taxes and Assessments. The Mortgagor shall pay all taxes or assessments levied or assessed against the Mortgaged Premises, or any part thereof, as and when the same become due and before penalties accrue.
5. Prior Mortgage. This is a second mortgage and subject to a first mortgage dated September 26, 1979, and recorded on September 28, 1979 as Document No. 552388 to secure one note for \$16,000.00. The Mortgagor agrees to keep said first mortgage current and to make the payments as they become due. The Mortgagor further agrees not to violate any of the covenants of the first mortgage nor permit the first mortgage to go into an action for foreclosure. Upon Mortgagor's failure to comply with this paragraph, the Mortgagee, without notice, may declare a default in the Mortgage and pursue the remedies under paragraph 8.
6. Advancements to Protect Security. The Mortgagee may, at his option, advance and pay all sums necessary to protect and preserve the security intended to be given by this mortgage. All sums so advanced and paid by the Mortgagee shall become a part of the indebtedness secured hereby and shall bear interest from the date or dates of payment at the rate of 11.9% per annum. Such sums may include, but are not limited to, insurance premiums, taxes, assessments, and liens which may be or become prior and senior to this mortgage as a lien on the Mortgaged Premises, or any part thereof, and all costs, expenses and attorney's fees incurred by the Mortgagee in respect of any and all legal or equitable proceedings which relate to this mortgage or to the Mortgaged Premises.
7. Transfer of the Property. If all or any part of the property or an interest therein is sold or transferred by Mortgagor 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 sums secured by this Mortgage to be immediately due and payable.
8. Default by Mortgagor; Remedies of Mortgagee. It is agreed that time is the essence of this agreement, and upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Premises, then and in any such event, the entire indebtedness secured hereby shall become immediately due and payable at the option of the Mortgagee, without notice, and this mortgage may be foreclosed accordingly. Upon such foreclosure the Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate title evidence, and may add the cost thereof to the principal balance due.
9. Appointment of Receiver. In the event of such failure, the Mortgagee, or his assigns, may apply for the appointment of a receiver, which receiver is hereby authorized to take possession of said real estate, collect the rents, income or profits, in money or 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.

10. Non-Waiver; Remedies Cumulative. No delay by the Mortgagee in the exercise of any of his rights hereunder shall preclude the exercise thereof so long as the Mortgagor is in default hereunder, and no failure of the Mortgagee to exercise any of his rights hereunder shall preclude the exercise thereof in the event of a subsequent default by the Mortgagor hereunder. The Mortgagee may enforce any one or more of his rights or remedies hereunder successively or concurrently.
11. Extensions; Reductions; Renewals; Continued Liability of Mortgagor. The Mortgagee, at his option, may extend the time for the payment of the indebtedness, or reduce the payments thereon, or accept a renewal note or notes therefor, without consent of any junior lien holder, and without the consent of the Mortgagor if the Mortgagor has then parted with title to the Mortgaged Premises. No such extension, reduction or renewal shall affect the priority of this mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee.
12. Prepayment. This Mortgage may be prepaid in any amount at any time without penalty.
13. General Agreement of Parties. All rights and obligations hereunder shall extend to and be binding upon the several heirs, representatives, successors and assigns of the parties to this mortgage. When applicable, use of the singular form of any word also shall mean or apply to the plural and masculine form shall mean and apply to the feminine or the neuter. The titles of the several paragraphs of this mortgage are for convenience only and do not define, limit or construe the contents of such paragraphs.

IN WITNESS WHEREOF, the Mortgagor has executed this mortgage, this
27th day of June, 1985.

Richard W. Kender
RICHARD W. KENDER

Barbara J. Kender
BARBARA J. KENDER

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, a Notary Public in and for said County and State, personally appeared Richard W. Kender and Barbara J. Kender, who acknowledged the execution of the foregoing mortgage.

Witness my hand and Notarial Seal this 27th day of June, 1985.

SEAL

David J. Wilcox
Notary Public (signature)

David J. Wilcox
Notary Public (printed or typed)

My Commission Expires: 9-5-85
County of Residence of Notary Public: Lake

This instrument prepared by John R. Sorbello, Attorney at Law, 517 North Main Street, Crown Point, Indiana, 46307.