

C. E. Employees Credit Union  
425 W. 151st St. East Chi.

Loan No. \_\_\_\_\_

# Mortgage

THE UNDERSIGNED, Brian Kras AND Judith K. Kras, Husband and Wife,

**809354**

of Highland County of Lake, State of Indiana, hereinafter

referred to as the Mortgagor does hereby mortgage and warrant to C. E. EMPLOYEES CREDIT UNION a corporation organized and existing under the laws of United States of America, hereinafter referred to as the Mortgagee, the following real estate in the County of Lake in the State of Indiana, to wit:

Lot 23, Block 5, Wicker Park Manor in Town of Highland, Lake County, Indiana, as per Plat Book 25, Page 12, Lake County Recorder's Office; also, commonly known as:

8220 Wicker Park Drive  
Highland, Indiana 46322

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
JUL 1 8 47 AM '85  
RODDOLPH CLAY  
RECORDER

20M/23935-AS-1  
TICOR TITLE INSURANCE  
Crown Point, 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, airconditioning, 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 over unto the Mortgagee, whether now due or hereafter to become due as provided in the 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.

**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

Thirty-Two Thousand, Four Hundred & no/100-- Dollars (\$ 32,400.00 ), which note, together with interest thereon as therein provided, is payable in monthly installments of One Hundred Thirty-Five and no/100 Dollars plus interest of 12% per annum pro-rated per month on the unpaid balance (\$ 135.00 ), commencing the 15th day of August, 1985, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advance made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this mortgage, but at no time shall this mortgage secure advances on account of said original note and such additional advances in a sum in excess of Thirty-Two Thousand, Four Hundred & no/100 Dollars (\$ 32,400.00 ), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the mortgage.

(3) all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained in a supplemental agreement dated, executed and delivered concurrently herewith and reference is hereby made to said note and supplemental agreement for the full terms and conditions thereof and the same are hereby incorporated herein as fully as if written out verbatim herein.

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 24th day of June, A.D. 19 85.

Judith K. Kras (SEAL)  
Judith K. Kras

Brian Kras (SEAL)  
Brian Kras

\_\_\_\_ (SEAL)

\_\_\_\_ (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 \_\_\_\_\_

Brian Kras AND Judith K. Kras, Husband and Wife,

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 their voluntary act and deed.

Witness my hand and notarial seal this 24th day of June 1985

(Notarial Seal)



John R. Bixeman Notary Public

County of Residence: Lake  
My Commission Expires: 8-23-87

This instrument was prepared by Arnold A. Kunde

JW  
4-00