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THIS MORTGAGE made and entered into on this the 1st day of July, 1985, by and between LESLIE SNODGRASS and PENNY SNODGRASS, his wife, of 2324 Cass, Lake Station, Indiana 46405, MORTGAGORS, and MURPHY COOTS and OVAL COOTS, his wife, of Route 4, Box 38, Morgantown, Kentucky 42261, MORTGAGEES.

WITNESSETH: That the Mortgagors, to secure the payment of a Note of even date to the Mortgagees, in the sum of SIXTEEN THOUSAND DOLLARS (\$16,000.00), do hereby grant, sell, and mortgage unto the Mortgagees, the following described property, located in Lake County, Indiana, to-wit:

Lot 4, in Block 2 as marked and laid down on the recorded plat of East Gary Gardens Third Addition, Lake County, Indiana.

BEING the same property conveyed to Leslie Snodgrass and wife, Penny Snodgrass, by deed from Murphy Coots and wife, Oval Coots, dated July 1, 1985, and recorded in Deed Book _____, Page _____, records of the Lake County Recorder's Office, in the State of Indiana.

The Mortgagors further covenant, warrant and agree with the Mortgagees as follows:

- A. That the Mortgagors will pay the said Note and interest thereon as hereby secured according to the said Note.
- B. That the Mortgagors are seized of the estate hereby conveyed and warrant the title to said real estate and covenant that they have good right and full power to mortgage and convey the same; that same is free from all encumbrances, liens, claims or charges prior to or on equality with this mortgage; that the Mortgagors have a good and perfect title to the same and that this mortgage is and shall be the first, best as superior lien against said property.
- C. That the Mortgagors will keep all existing and future improvements on said property insured under policies

STATE OF INDIANA
LAKE COUNTY
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RUDOLPH CLAY
RECORDER

with insurance companies approved by the Mortgagees against fire, lightning and windstorm with extended coverage to the amount of at least \$ 16,000.00 or to the maximum insurable value of said improvements; all said policies of insurance shall contain a standard mortgage loss payable clause in favor of the Mortgagees as its interest may appear; and the Mortgagors shall deposit said policy or policies with the Mortgagees as collateral security for said indebtednesses. In case any money becomes payable under any said insurance policy or policies, the Mortgagees may, at its option, apply the money collected to the payment of the said secured loans and indebtednesses, or the Mortgagees may at its option apply same to the repairing or rebuilding the said improvements. In the event of loss, the Mortgagors shall give immediate notice by certified mail of said loss to the Mortgagees and shall promptly file proof of loss with the insurer. In the event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the debts secured hereby, all right, title and interest of the Mortgagors in and to any insurance policies then in force shall pass to the purchaser or grantee.

D. That the Mortgagors will promptly pay all taxes, legal assessments, or other governmental levies which are now or which may be assessed or levied against said property, and they will, upon request, exhibit the receipts thereof to the Mortgagees,

E. That in case of the Mortgagors' failure to pay said taxes or assessments, or to keep said insurance in force or failure to promptly and properly make repairs and replacements, the Mortgagees or the holder of said Note, may pay said taxes or assessments, or obtain and pay for said insurance or may cause

such repairs or replacements to be effected. Any sums thus expended shall be repaid on demand, with interest at the legal contract rate until paid, and said sums shall be deemed an additional indebtedness secured hereby, and this mortgage shall extend to and include same.

F. That all reasonable attorney's fees and other costs incurred or paid by the Mortgagees in any legal proceeding made necessary by the Mortgagors' default or breach of any of the provisions of this mortgage or of their said promissory Note of even date herewith shall be repaid on demand, with interest at the legal contract rate until paid, and the aggregate sum thereof shall be deemed as an additional indebtedness secured hereby, and this mortgage shall extend to and include same.

G. That in case the Mortgagees shall hereafter appear in any of the governmental administrative agencies or in any court or tribunal to defend the title or possession of said property and/or its said lien thereon, or in case the Mortgagees shall hereafter appear in any court to prove any of the indebtednesses secured by this mortgage, all the costs and expenses of such appearances, together with a reasonable attorney's fee, shall be repaid on demand to the Mortgagees, with interest at the legal contract rate until paid, and the total amount of said costs and fees shall be deemed an additional indebtedness secured hereby, and this mortgage shall extend to and include same.

H. That the Mortgagors will properly maintain and upkeep the said property and the improvements thereon and will not commit or permit any waste, impairment or deterioration beyond normal wear and tear of said improvements or property, or any part thereof, or the destruction or removal of any part

of said property, and they will not erect or permit to be erected any new buildings or improvements on the said property or add to or alter or permit any addition to or alteration of any improvements without the written consent of the Mortgagees, or permit the accumulation of trash or old junk automobiles on the premises so as to make same unsightly and depreciate the value of the property, nor permit occupancy of mobile homes on the property without the written consent of the Mortgagee, its successors and assigns. In the event of the failure of the Mortgagors to properly maintain and keep the said property, the Mortgagee may provide such maintenance and make such repairs as are necessary for the protection of its interest therein, and any sums so expended and all costs and expenses so incurred or paid by the Mortgagee by reason of said failure shall be repaid on demand, with interest at the legal contract rate until paid, and said sum shall be deemed an additional indebtedness secured hereby, and this mortgage shall extend to and include same.

I. That the Mortgagors will not sell, transfer, convey or further encumber the said property herein mortgaged without the written consent of the Mortgagees; that no sale, mortgage, transfer or conveyance of said property or any assumption of this mortgage, even with the written consent of the Mortgagees, shall operate to release or in any way discharge the Mortgagors from their primary liability for the payment of their said promissory Note of even date herewith and any other indebtednesses of theirs hereby secured.

J. Should the Mortgagors fail: (1) to pay any installment on the said Note or interest thereon when the same becomes due and same remains unpaid for thirty days; or (2) to pay such taxes or assessments when they become due and same

remains unpaid for thirty days; or (3) to keep said premises insured against loss by fire and other hazards, casualties and contingencies or, to pay the premiums for such insurance when they become due; or (4) to keep said premises in good condition and repair; or (5) to keep or perform any covenant, agreement or stipulation of this mortgage or said Note; then in any such event or events, the Mortgagee may declare the whole indebtedness secured hereby to be at once due and payable, and may forthwith proceed to collect the same and to enforce this mortgage by suit or otherwise.

K. That the Mortgagors hereby expressly convey to the Mortgagees, and otherwise waives, all rights they may have in said property by reason of dower, courtesy, homestead, or any statutory interest in lieu of dower or courtesy.

TO HAVE AND TO HOLD said property unto the Mortgagees, his or her heirs and assigns, forever; provided, nevertheless, that if the Mortgagors shall pay, or cause to be paid, on or before the 1st day of March, 1992, the indebtedness of the aforesaid, together with all interest and costs that may accrue thereon, then this mortgage shall be null and void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, witness the hands of the Mortgagors, this the day and date first above written.

Leslie E. Snodgrass
LESLIE SNODGRASS

Penny Snodgrass
PENNY SNODGRASS

STATE OF KENTUCKY
COUNTY OF BUTLER

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Leslie Snodgrass and Penny Snodgrass, his wife, to be their individual free act and deed.

GIVEN UNDER MY HAND this the 1st day of July, 1985.

PREPARED BY: William E. Rueff, Jr.
WILLIAM E. RUEFF, JR. & ASSOCIATES
P.O. BOX 40
MORGANTOWN, KENTUCKY 42261

Thomas D. Daugherty
NOTARY PUBLIC
MY COMMISSION EXPIRES: 3.2.88