

2039 - 384 PL.  
Highland 46322

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846149

REAL ESTATE MORTGAGE

This indenture witnesseth that GERHARD H. IMMIG and DONNA L. IMMIG, husband and wife, of Lake County, Indiana as MORTGAGOR, Mortgages and warrants to GARY DOUGLAS IMMIG, of Lake County, Indiana, as MORTGAGEE, the following real estate in Lake County, State of Indiana, to-wit:

Lot 17 in Melody Lane Gardens Addition, to the Town of Highland, as per plat thereof, recorded in Plat Book 31 page 58, in the Office of the Recorder of Lake County, Indiana.

as wells as 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 shall become due, of the following indebtedness of even date herewith:

(a) Demand note in the principal amount of \$1,200.00 with interest at the rate of 10% per annum, all without relief from Valuation and Appraisement Laws, and with attorney's fees;

Also securing all future advances to the full amount of this mortgage; and securing all indebtedness or liabilities incurred by the holder hereof for the protection of this security or for the collection of this mortgage.

Mortgagor further covenants and agrees as follows:

1. To keep all building, fixtures and improvements on said premises, now or hereafter erected thereon, and all equipment attached to or used in connection with the fixtures on said premises, hereon mortgaged insured against loss or damage by fire, windstorm and extended coverage in such sums and with such insurers as may be approved by Mortgagee as a further security for said indebtedness, which insurance policy or policies shall carry a mortgage clause with loss payable to Mortgagee in form satisfactory to Mortgagee to be delivered to possession of Mortgagee to be held continuously through period of the existence of said indebtedness or any portion thereof.

2. Not to remove or suffer to be removed any fixtures and/or appliance, now or hereafter placed on said premises; and to keep said real estate and improvements thereon in their present condition and repair, normal and ordinary depreciation excepted; Mortgagor shall not do or suffer to be done any acts which will impair the security of this mortgage and Mortgagee shall have the right to inspect said premises at all reasonable times.

3. In case any part of the premises is appropriated under the power of eminent domain, the entire amount paid for said protion of the premises so appropriated shall be paid to this Mortgagee.

4. 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 protect his interest. The lien of this mortgage shall include all heating, plumbing and lighting or other fixtures now or hereafter attached to or used in connection with said premises.

5. In case of delinquency or default in any payment required in this mortgage and the institution of foreclosure proceedings thereunder, Mortgagee is expressly authorized to cause a continuation of

OFFICE OF INDIANA  
LAKE COUNTY  
RECORDER  
MAY 24 8 58 AM '08  
RDOLPH CLAY

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